Council Agenda Report

City Council Meeting
08-10-26
Item 1.B.15.

To: Mayor Silverstein and Honorable Members of the City Council

Prepared by: Tyler Eaton, Assistant Community Development Director
Patricia Salazar, Deputy Community Development Director

Reviewed by: Yolanda Bundy, Community Development Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: August 5, 2026 Meeting date: August 10, 2026

Subject: Agreements Related to the Preparation of the Malibu Canyon Resort Project Environmental Impact Report

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RECOMMENDED ACTION: 1) Authorize the Mayor to execute a Professional Services Agreement with Impact Sciences, Inc. for the preparation of the Malibu Canyon Resort Project Environmental Impact Report (EIR); and 2) Authorize the Mayor to execute a Developer Reimbursement Agreement with Green Acres, LLC for payment of costs related to and associated with preparation of the EIR.

FISCAL IMPACT: The proposed Professional Services Agreement with Impact Sciences establishes a base contract amount of $539,118 for preparation of the EIR and related technical services identified in the Scope of Work. In addition, the City will assess a management and administration fee of $161,735, representing 30 percent of the consultant's base contract amount, to reimburse the City for personnel and administrative costs associated with managing and administering the consultant agreement.

The Agreement also includes an optional contingency in the amount of $53,912 (10 percent of the consultant's base contract amount) to address unforeseen work, additional technical analysis, or scope modifications that may become necessary during preparation of the EIR. The contingency is not part of the base contract amount and may only be used upon written authorization by the Community Development Director, or designee. If the contingency is authorized, the Developer Reimbursement Agreement also requires reimbursement of the City's management and administration fee associated with the contingency in the amount of $16,174, resulting in a maximum potential contingency authorization of $70,086.

STRATEGIC PRIORITY: NA

DISCUSSION: In 2024, Green Acres, LLC (Developer) submitted an application for a coastal development permit (CDP No. 24-001), conditional use permit (CUP No. 24-001) and other discretionary requests for the construction of a 146-room resort hotel with restaurants, meeting rooms, and other amenities on three vacant parcels located in the Commercial Visitor-Serving 2 (CV-2) zoning district at 4000 Malibu Canyon Road. The application meets the definition of a “Project” pursuant to the California Environment Quality Act (CEQA) and requires the preparation of an EIR.

At the time, as the City did not have any active professional service agreements with consultants for preparing environmental documents under CEQA, a Request for Proposal (RFP) was issued on March 9, 2026 for preparation of the EIR. Additionally, a Supplemental RFP with redlined changes was released on June 4, 2026. A total of eight proposals were received from consulting firms. Each proposal underwent a thorough review by staff to assess the firm’s experience of proposed staff, approach to the Project, capability to perform, consultant firm’s relevant experience with similar projects and geographical context to the City, and fair and reasonable cost. The City placed particular emphasis on each firm's demonstrated experience preparing legally defensible CEQA documents for complex projects and its familiarity with Malibu's environmental and regulatory setting.

All of the proposals indicated that the consulting firms would be able to prepare an EIR that would be thorough and would be completed in a reasonable timeframe. Three of the qualified firms were invited for interviews to further vet the firm’s experience and capabilities: Impact Sciences, PlaceWorks, and WSP USA.

Staff concluded that Impact Sciences' proposal presented a comprehensive and well-defined approach for preparing the EIR. The proposal demonstrated a thorough understanding of the proposed Project, the environmental analyses necessary to support CEQA compliance, and the unique environmental and regulatory considerations associated with the City of Malibu. The firm has worked on complex commercial projects in the City previously, such as preparing the EIR for the Park at Cross Creek Shopping Center (Whole Foods) and the Initial Study/Mitigated Negative Declaration for the Memorial Park at the subject site. The firm also demonstrated substantial experience preparing environmental documents for complex projects of similar scale and complexity within the State of California and its Coastal Zone. To provide executive-level oversight throughout the project, Impact Sciences proposed its Chief Executive Officer and Managing Principal to serve as the Project Manager. Impact Sciences estimates that the EIR can be completed in approximately eight to ten months, culminating in Planning Commission certification.

Proposed Scope of Work

The purpose of the EIR is to inform the public and the City's decision-makers of the potential significant environmental effects of the proposed Project and to identify feasible measures to avoid, minimize, or mitigate those impacts, as required by CEQA. Under the direction of the City, the Consultant will review the Developer's CDP application materials, relevant City planning documents and regulations, previous environmental documents prepared for the Project site, and technical studies submitted by the Developer. The Consultant will also prepare, oversee, or peer review technical studies, as applicable, and conduct a comprehensive evaluation, as necessary, and conduct a comprehensive evaluation of the Project site and its surrounding environmental setting.

The EIR will analyze the direct, indirect, and cumulative environmental impacts associated with construction and operation of the Project and will address environmental issue areas including, but not limited to, aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additional issue areas may be evaluated based on comments received during the Notice of Preparation and Scoping Meeting process.

Impact Sciences has proposed completing the environmental review in approximately eight to ten months. This schedule represents a good-faith estimate based on the timely submission of complete and technically adequate materials by the Developer, prompt responses to requests for additional information, and continued coordination among the Developer, the City, the Consultant, responsible agencies, and other reviewing entities. Actual completion of the EIR will depend on the completeness and quality of materials submitted, the extent of revisions required to technical studies, agency review and coordination, public participation during the CEQA process, and other factors that may arise during preparation of the EIR. Accordingly, the proposed schedule is an estimate and should not be construed as a guaranteed completion date.

It is important to note that although previous environmental documents[1] and technical studies prepared for earlier proposals on the site will be reviewed and considered, the Consultant will prepare a new EIR based on the current Project, applicable laws, existing environmental conditions, and updated technical information, as appropriate.

[1] Rancho Malibu Hotel – The Draft EIR was reviewed by the Planning Commission in 2013, however, A Final EIR was not prepared as the applicant withdrew the project prior to its preparation. Memorial Park - An initial study and mitigated negative declaration was prepared and adopted in 2017. All documents related to projects are available at mallibucity.org/malibucanyonresort.

Project Management

The City has assigned Principal Planner Tonya Ward, AICP, as the Project Case Planner for the Malibu Canyon Resort application. Ms. Ward has more than 25 years of municipal planning experience and extensive expertise in current planning, environmental review, zoning administration, coastal development permits, and management of complex development projects. As the City's Case Planner, Ms. Ward will oversee the entitlement review process and serve as the City's primary point of contact throughout preparation of the EIR and processing of the Project's discretionary applications. Her work is performed under the direction and oversight of the Community Development Director, or designee, who retains overall responsibility for administration of the Project review process. Ms. Ward, as the Case Planner, is the facilitator of information between the EIR consultant, the applicant, and the public. However, the EIR consultant will conduct an independent review of the Project materials with regularly scheduled meetings with Ms. Ward and City Community Development Department management for guidance and progress updates. The EIR consultant is responsible for the overall deliverables of the EIR.

Ms. Ward's planning services are provided to the City through an existing contract planning services agreement previously approved by the City Council. Consistent with the Developer Reimbursement Agreement, the Developer is responsible for reimbursing the City for the costs associated with her services as they relate to processing the Malibu Canyon Resort Project.

Developer Reimbursement Agreement

Because of the complexity of the Project and the coordination required among the City, Consultant, responsible agencies, and the Developer, the Developer Reimbursement Agreement establishes administrative procedures governing project management, communications, consultant oversight, funding, and scheduling. These provisions are intended to establish clear roles and responsibilities, ensure that the environmental review is conducted under the City's direction, and facilitate the efficient preparation of a legally defensible EIR in compliance with CEQA.

The preparation of the EIR will be funded entirely by the Developer, as set forth in the Developer Reimbursement Agreement. As shown in Table 1, the estimated project costs include the consultant's base contract amount, the City's management and administration fee, and an optional, initial contingency amount that may be authorized if additional work is required during preparation of the EIR. The initial contingency amount is an estimate and does not represent a cap on the amount the developer may need to reimburse the City. The Developer Reimbursement Agreement clearly indicates that the developer is responsible for all EIR preparation costs, including City management and administration fees, even if such amounts exceed the base contract amount and the initial contingency amount (plus fees). Due to the complexity of this project, it is possible that additional EIR costs may arise at a later date.

As shown in Table 2, the Developer will fund the project through a series of deposits tied to key project milestones. This phased funding approach ensures that sufficient funds are available to reimburse the City for consultant services and City administrative costs throughout the environmental review process, while allowing the optional contingency to be utilized only if authorized by the City.

Table 1 -Project Cost

Description	**Amount**
Consultant Services (Tasks 1–12)	$539,118
City Management & Administration Fee (30%)	$161,735
Total Initial Funding (Deposits 1–3)	**$700,853**
Optional Contingency (10%)	$53,912
City Administration Fee on Contingency (30%)	$16,174
Optional Deposit No. 4	**$70,086**
TOTAL	**$770,939**

Table 2 – Developer Deposit Schedule

Deposit	**Due**	**Amount**
Deposit No. 1	Upon execution of this Agreement	$207,468
Deposit No. 2	Upon publishing the NOP	$335,396
Deposit No. 3	Prior to release of the Draft Environmental Impact Report (Draft EIR) for public review	$157,989
Deposit No. 4 (Optional Contingency)	Upon written request of the City if additional funding is required	$70,086

Application Processing Status

The CDP/CUP application is currently incomplete. The Project includes multiple variance requests. Three incomplete review letters have been provided by the Planning Division to the Developer in February 2024, July 2024, and May 2025. Additional incomplete review letters have been issued in 2024 and 2025 by other City reviewers including Biology, Building Safety, Geology, and Public Works. Reviews are also pending from the Los Angeles County Fire Department (LACFD) and Los Angeles County Waterworks District 29. To date, no City or County department has issued approval of the Project; all departmental reviews remain outstanding.

The project requires a Planning Commission hearing to consider the EIR and entitlements. As the project does not include code amendments, it would only be reviewed by the City Council if the Planning Commission’s decision is appealed.

The City's review letters, application materials, technical studies, and other project-related documents are available for public review on the City's website at https://malibucity.org/399/Malibu-Canyon-Resort. The webpage also includes information and environmental documents associated with the previously proposed Malibu Rancho Hotel and Memorial Park projects for historical reference.

NEXT STEPS: If the Council authorizes the two agreements, the City would commence the environmental review process simultaneously with the CDP/CUP application review process. The next milestone in the CEQA process involves staff issuing the Notice of Preparation (NOP) to notify the public and public agencies of the City's preparation of an EIR for the Project and to solicit feedback on the scope and content of the EIR. Staff will also hold a Scoping Meeting where the public can provide feedback on potential significant effects to be analyzed in the EIR, as well as potential mitigation measures and alternatives.

ATTACHMENTS:

1. Professional Services Agreement with Impact Sciences, Inc.
2. Developer Reimbursement Agreement with Green Acres, LLC

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement") is made and entered into as of August 10, 2026 by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Impact Sciences, Inc., a California corporation, (hereinafter referred to as "Consultant"). City and Consultant are herein collectively referred to as "Parties" and separately as a "Party".

The City and the Consultant agree as follows:

RECITALS

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract with Consultant for professional services relating to preparation of an Environmental Impact Report (EIR) under the California Environmental Quality Act (CEQA) for a proposed project in the City of Malibu, commonly referred to as the Malibu Canyon Resort project.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform the services under this Agreement in a proper and timely manner.

D. The Malibu Canyon Resort project, located at 4000 Malibu Canyon Road, on three vacant parcels totaling 27.8 acres, proposes the development of a 146-room luxury hotel resort with associated amenities, including a conference and banquet facility, restaurant, library, bar, rooftop club, spa, fitness studios, lounge, swimming pools and decks, gardens, water features, patios, tennis courts, covered outdoor terraces, pedestrian pathways, and solar carports.

E. The City and the Consultant desire to enter into this Agreement for the Consultant to perform the services described in this Agreement, including those set forth in Exhibit A, with the Consultant's key personnel and authorized subconsultants identified in Exhibit C.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in Exhibit A (the "Scope of Work"), attached hereto and made part of this Agreement, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on August 10, 2026, and will remain in effect until services are completed as set forth in the Scope of Work unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

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3.0 CITY AGENT. The City Manager, or his or her designee (collectively, the "City Manager"), for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager has the authority, but not the requirement, to provide that approval or authorization.

3.1 KEY PERSONNEL AND SUBCONSULTANTS. The key personnel identified in **Exhibit C**, attached hereto and incorporated herein by this reference, shall serve as Consultant's primary point of contact for the City. Consultant may assign other qualified employees and personnel of Consultant to perform the services under this Agreement. Only the subconsultants identified in **Exhibit C** may perform services under this Agreement, unless otherwise approved in writing by the City. Consultant shall remain fully responsible for the performance of all services and for the acts and omissions of its personnel and subconsultants.

4.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the fee and cost schedule attached as Exhibit B - Compensation For Services. The cost of services shall not exceed $539,118. The City has approved an additional amount up to 10% of the total estimated project costs, or up to $53,912 for unexpected additional services, for a total amount not to exceed $593,030 for the term of the Agreement. If Consultant incurs expenses exceeding its estimated costs of $593,030, the Consultant must request such expenses in writing and the City Manager or his designee must approve of such requests for Consultant to receive additional compensation for those costs of up to $593,030. No additional compensation shall be paid for any other costs or expenses incurred, unless first approved by the City Manager in writing.

4.1 The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

5.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

5.1 The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business to or by any City employee or official. This Section 5.1 shall apply to any subcontractor hired by Consultant to perform service under this Agreement.

5.2 If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last twelve (12) months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee

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during the term of this Agreement.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 Termination.

6.1.1 **Termination Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other Party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the effective date of the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

6.1.2 **Termination For Cause.** If the Consultant or the City fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violate any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall have the right to terminate this Agreement by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

6.1.3 In the event of any termination hereunder, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be immediately returned to the City.

6.2 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express, prior written consent of the City.

6.3 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement.

6.4 Insurance. The Consultant shall submit to the City certificates indicating compliance with the following minimum insurance requirements no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all provisions in the attached Exhibit D ("Insurance Requirements"), attached hereto and made part of this Agreement.

6.5 Indemnification. To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City and any and all of its officials, employees, agents, and volunteers ("Indemnified Parties") from and against any and all claims, losses, liabilities, damages,

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costs, and expenses, including attorney's fees and costs, to the extent they arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault.

Consultant's percentage of fault, for both indemnity and defense, shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury or arbitrator having made a determination of the Consultant's percentage of fault, and the Parties cannot mutually agree on Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine the Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost reimbursement owed to the City.

6.6 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum Wage.

6.7 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant.

6.7.1. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

6.8 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

6.9 Legal Construction.

a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California. Any and all disputes arising from this Agreement shall be decided solely and exclusively by state or federal courts located in Los Angeles County.

b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the Parties participated equally

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in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

6.10 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all Parties hereto.

6.11 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of payment shall be any negotiation of the City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

6.12 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its own expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans during or after the Term of this Agreement. Should the Consultant fail to make such corrections in a reasonably timely manner, such corrections shall be made by the City, and the cost thereof shall be charged to the Consultant. If the City corrections occur during the Term, such charged costs shall be deducted from amounts otherwise owed to the Consultant. If the corrections occur after the Term and final payment to the Consultant, the amount charged shall be due and payable within 45 days after written notice of the City's invoice.

6.13 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall be entitled to retain copies of such files upon termination of this Agreement.

6.14 Waiver; Remedies Cumulative. Failure by a Party to insist upon the performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand compliance by such other party in the future. No waiver by a Party of a default or breach of the other Party shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omissions by a Party to take any action with

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respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

6.15 Mitigation of Damages. In all such situations arising out of this Agreement, the Parties shall attempt to avoid and minimize the damages resulting from the conduct of the other Party.

6.16 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

6.17 Attorneys' Fees and Costs. The Parties hereto acknowledge and agree that each will bear his/her or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any Party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that Party or those Parties may be entitled.

6.18 Entire Agreement. This Agreement constitutes the whole agreement between the City and the Consultant, and neither Party has made any representations to the other except as expressly contained herein. Neither Party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes, amendments, or modifications to this Agreement must be approved in advance and in writing, and executed by authorized representatives of both the City and the Consultant.

6.19 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY:	Joseph D. Irvin City Manager City of Malibu 23825 Stuart Ranch Road Malibu, CA 90265-4861 TEL (310) 456-2489 x 226 FAX (310) 456-2760	**CONSULTANT:**	Impact Sciences, Inc. a California corporation Jessica Kirchner CEO & Managing Principal 445 S. Figueroa Street, Suite 2550 Los Angeles, CA 90017 TEL (213) 935-1901 jkirchner@impactsciences.com

6.20 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and

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delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

6. 21 Standard of Care. Consultant shall perform all services under this Agreement in accordance with the standard of care ordinarily exercised by members of the same profession practicing under similar circumstances at the same time and in the same or similar locality. Consultant shall perform its services in a timely, competent, and professional manner and in accordance with all applicable laws and regulations.

6.22 Public Records Act Compliance. Consultant acknowledges that the City is subject to the California Public Records Act (Government Code section 7920.000 et seq.). Consultant agrees to cooperate with the City in responding to any request for records relating to this Agreement or Consultant's performance of services. Consultant shall promptly provide any such records requested by the City and acknowledges that such records may be subject to disclosure unless exempt from disclosure under applicable law.

6.23 Records Retention and Audit. Consultant shall maintain complete and accurate records relating to the performance of services under this Agreement, including all books, documents, papers, and accounting records. Consultant shall retain such records for a period of at least three (3) years following completion or termination of this Agreement, or longer if required by law or by written directive from the City. Upon reasonable notice, the City or its authorized representatives shall have the right to inspect and audit such records during normal business hours.

6.24 Ownership of Work Product. All reports, documents, data, studies, drawings, specifications, maps, photographs, and other materials prepared or assembled by Consultant in connection with the performance of services under this Agreement ("Work Product") shall become the property of the City upon creation and shall be delivered to the City upon request or upon completion or termination of this Agreement. Consultant may retain copies for its files, if and when appropriate, but shall not use or disclose the Work Product for any purpose unrelated to this Agreement without the prior written consent of the City.

6.25 Confidentiality and Public Communications. Consultant shall maintain the confidentiality of any non-public information obtained in the course of performing services under this Agreement and shall not disclose such information to any third party without the prior written consent of the City unless required by law. Consultant shall take reasonable measures to protect such information from unauthorized use or disclosure.

Consultant shall not make any public statement, press release, social media post, or other public communication regarding the services performed under this Agreement, the City, or this Agreement without the prior approval of the City. Consultant shall conduct itself in a professional manner and shall not engage in conduct that would reasonably be expected to reflect adversely on the City in connection with the performance of services under this Agreement.

6.26 Subcontractors. Consultant shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the City, except to the extent subcontracting is expressly authorized in this Agreement. Consultant shall remain fully responsible

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for the performance of all services under this Agreement and for the acts and omissions of any subcontractors and their employees or agents.

6.27 Survival. The provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement, including but not limited to provisions relating to indemnification, confidentiality, records retention, ownership of work product, and audit rights, shall survive the termination or expiration of this Agreement.

6.28 Artificial Intelligence Use. For purposes of this Agreement, "Artificial Intelligence" or "AI" means a machine-based system, including generative AI, that generates text, images, code, analyses, or other content based on user inputs. Consultant may use AI solely as a supplemental tool in performing the services under this Agreement and shall not rely upon AI as the primary means of performing such services. Consultant is required to disclose its use of AI in performing services under this Agreement within 30 days of the complete execution of this Agreement. Consultant shall ensure that qualified personnel independently review, verify, edit, and approve all AI-generated content before relying upon or submitting such content to the City. If the City reasonably determines that Consultant's use of AI has resulted in work that fails to meet the standard of care applicable under this Agreement, the City may require Consultant to correct the affected services at no additional cost to the City.

7.0 ADDITIONAL TERMS AND CONDITIONS. (City and Consultant initials required at EITHER 7.1 or 7.2, but not both)

7.**1 Disclosure Required.** By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

[Signatures On The Following Page] Consultant Initials Initial ___

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This Agreement is executed on _____.

IMPACT SCIENCES, INC., a California corporation:

Signed by:
Jessica Kirchner
906AFFFF323E483...

JESSICA KIRCHNER, CEO & Managing Principal

CITY OF MALIBU, a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TREVOR RUSIN, Interim City Attorney

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EXHIBIT A
SCOPE OF WORK

The Environmental Impact Report (EIR) must include sufficient analysis of the direct and indirect project-level and cumulative environmental impacts associated with the Project, including construction and operation, in accordance with the requirements of CEQA.

Previous versions of a proposed hotel (although not the same Project) have been considered by the City, California Coastal Commission, and County for this site. Most recently in 2014, the City of Malibu prepared a Draft EIR that was circulated for a different hotel project. This Draft EIR was never certified by the City and remained a draft until the project was withdrawn by the applicant at the time. Pursuant to CEQA Guidelines §15060(d), the City may bypass the Initial Study (IS) phase and proceed directly to preparing an EIR since it is known an EIR will be necessary for the Project. It is anticipated that the following are expected to be studied in the EIR: aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additionally, its is expected that the consultant will address and respond to comments and concerns resulting from the Notice of Preparation (NOP) process and Scoping Meeting and make recommendations to the City if other studies are needed to meet CEQA requirements.

The Project's consistency with various regulatory and guiding documents will need to be analyzed in the EIR to evaluate, among other potential laws, regulations, and standards relevant to individual CEQA topics required to be analyzed, the Project's consistency with the Local Coastal Program, Malibu Municipal Code (MMC) Title 17 (Zoning), and the General Plan.

The Consultant will be responsible for the following specific tasks and deliverables associated with the preparation of the EIR.

Task 1	**Review Relevant Documents and Project Kickoff**. Review all relevant Project description documents, Project plans, Applicant-prepared documents and reports, Property background information on-file with the City, and applicable regulations in an effort to gather existing data and Project information currently available and necessary to prepare the technical studies and EIR. The application is still under review, and additional documents and revisions may be forthcoming as needed. Note that the documents and reports have not yet been accepted by the City's reviewing departments as being complete, and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports was included as Attachment 4 of the RFP. With the exception of the geo-engineering investigations, which include all submittals to date, all other documents and reports provided are the latest versions. The applicant has or will prepare the following additional

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	studies and that will be, but have yet been, submitted them to City (Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment; Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water. As mentioned, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Consultant shall review for any relevant information. Consultant will organize a kickoff meeting with the City. Consultant will conduct a site visit, take photographs, and make notes about the existing conditions and potential impacts. Consultant will develop a list of any information necessary for purposes of conducting the environmental analysis including any additional information to complete the EIR Project Description (Task 2) and streamline the analysis for technical studies.
Task 2	**Project Description.** Following completion of Task 1, the Consultant will apply their understanding of existing conditions from the information contained in the Supplemental RFP and any additional information provided submitted for the Project to prepare a baseline environmental setting and a Project Description. Consultant shall ensure that the Project Description complies with the requirements of CEQA Guidelines Section 15124 and meets City preferences for formatting, content, and readability. Consultant shall ensure its efficiency, readability for the general public, and elimination of duplication or redundancy. Consultant will combine text, tables, and figures to create a concise yet comprehensive Project Description. Accompanying the Project Description will be a list of the anticipated responsible and trustee agencies, and necessary discretionary actions including permits, agreements, amendments, and/or any other action anticipated, characterized by jurisdiction. The Consultant will assist the City in preparing Project Objectives that will help craft and evaluate alternatives to the Project later in the EIR process. The Project Objectives should not be overly narrow or broad but should allow for a reasonable range of alternatives that would reduce one or more significant impacts associated with the Project. Note: See Tasks 11 and 12 for public noticing and meetings, including the NOP and Scoping meeting. **Reviews:** Consultant will modify the Project Description up to <u>two</u> times in

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	response to review comments. **Deliverables:** Draft(s) and Final Project Description, including figures (provided in Word with tracked changes and clean versions for each round of review; Final Project Description will also be provided in PDF).
Task 3	**Prepare Notice of Preparation (NOP).** Consultant will prepare the NOP. The Final NOP version will be used for distribution to stakeholders and the general public. Consultant will handle as-needed distribution using the mailing list provided by the City. Distribution will be in coordination with the City. Pursuant to CEQA Guidelines §15060(d), the City may bypass the IS phase and proceed directly to preparing an EIR. Consultant will assist the City in Assembly Bill (AB) 52 consultation, including requesting a list of tribal contacts from the Native American Heritage Commission (NAHC) for consultation. Consultant will provide this list (if any are identified) to the City. If requested, Consultant will assist the City in consultation tasks as appropriate. Note: See Tasks 11 and 12 for public noticing and meetings including the NOP and Scoping meeting. **Reviews:** Consultant will modify the NOP in response to review comments before finalizing for distribution. **Deliverables:** Final NOP (provided in Word with tracked changes and clean versions). Final PDF shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. Digital version shall be made available to the City on a secure file transfer site.
Task 4	**Technical Studies.** It is expected that the Consultant will first peer review technical studies supplied to date for the project, including studies prepared for previously mentioned EIR preparation using qualified experts required to support the EIR analysis and to comply with federal, state, and local requirements. If the Consultant determines that any existing technical study is incomplete, outdated, or otherwise insufficient to support preparation of the EIR, or identifies the need for additional technical studies, the Consultant shall promptly notify the City in writing and identify the deficiencies. The City, in consultation with the Consultant, will determine whether the identified deficiencies may be addressed through supplemental analyses or addenda prepared by the applicant's consultants in a manner that satisfies CEQA requirements. If the City and Consultant determine that a technical study must be substantially revised or entirely re-prepared, the Consultant shall oversee the preparation of the required technical studies by qualified subcontractors or subject matter experts to ensure they provide adequate support for the EIR and

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	comply with all applicable federal, state, and local laws, regulations, and guidelines. The final determination whether studies are sufficient or insufficient will be determined by the Community Development Director or his/her designee, with advice from the consultant. The consultant is not to prepare any new studies without City authorization. It is anticipated that the EIR will be based on the following Technical reports: ▪ Wildfire Report and Wildfire Evacuation Analysis (to be prepared by Dudek) ▪ Transportation Impact Study / Vehicle Miles Traveled Analysis (utilize SCAG Regional Transportation Demand Model) ▪ Aesthetics and Visual Resources Technical Report ▪ Air Quality Technical Report and Air Health Risk Assessment (construction, haul route, operations) ▪ Biological Resources Technical Report ▪ Cultural Resources Technical Report ▪ Energy Use Technical Report ▪ Geology and Soils Technical Report ▪ Greenhouse Gases Technical Report ▪ Phase I Environmental Site Assessment ▪ Preliminary Drainage Study ▪ Stormwater Management Plan ▪ Noise and Vibration Technical Report ▪ Utility Infrastructure Study – Wastewater ▪ Utility Infrastructure Study – Water ▪ Water Supply Assessment – If a WSA will not be required, the Consultant shall provide an explanation its rationale in the proposal and provide some cost for preparing a formal justification as part of the CEQA documentation. If a prospective consultant believes a WSA will be required, it should provide the cost as part of its proposal). The applicant included several documents and reports as part of their application. Note that the document and reports have not yet been accepted by the City's reviewing departments as being complete and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports were included as Attachment 4 of the RFP. With exception to the geo engineering investigations which include all submittals to-date, all other documents and reports provided are the latest versions. Other studies may be prepared by the applicant but have not been submitted to the City at this time (e.g., Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment; Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water.

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	Additionally, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Note: Any information needs from the applicant team during preparation of the EIR would first be vetted with City staff and, where appropriate, requests for information would be made of the applicant team via City staff and not the selected CEQA consultant. Consultants should not expect to have direct interaction with the applicant team without City staff. **Reviews:** Consultants should expect to provide additional materials or clarification if needed to respond to comments received. **Deliverables:** Peer Review Memos. Draft and Final Technical Studies (provided in Word with tracked changes and clean versions). Final PDFs shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. See Appendix A for Tasks 4.1 – 4.14b for full description of Consultant approach for each study.
Task 5	**Administrative Draft EIR and Screencheck Draft EIR**. Consultant will prepare a Matrix of thresholds for use in evaluating CEQA impacts. At minimum, the Matrix shall include: 1) EIR Chapter; 2) Threshold Considered in Draft EIR Chapter; 3) Definition (any term(s) that need to be defined in the threshold); and 4) Methodology (method to be used to evaluate each threshold). Consultant will ensure City acceptance of the Matrix before preparation of the Administrative Draft EIR sections. This step is critical before work effort is performed on the Draft EIR and, depending on the thoroughness of the Matrix, may include multiple reviews as necessary to finalize. Once accepted by the City, Consultant will incorporate additional columns into the Matrix through the drafting process that identifies: 5) Any Project Design Features (PDFs) or Compliance with Regulations Relied Upon; 6) Impact; 7) Mitigation Measures; and 8) Supporting Technical Study. The Matrix will be kept up to date during the Draft and Final EIR Screenchecks. Consultant will prepare the Administrative Draft EIR, including the Draft Mitigation, Monitoring and Reporting Program (MMRP), and applicable Appendices. Consultant will incorporate the technical studies prepared and/or incorporated from the applicant-prepared studies and/or 2013 Draft EIR in Task 4 into the EIR. Consultant will diligently work to ensure that the Administrative Draft EIR sections are efficient, organized, and formatted for ease of review by the

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	general public, and void of unnecessary repetitive information. Consultant will ensure that the conclusions in each Administrative Draft EIR section are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and state whether the Project's impact on each threshold is No Impact, Less than Significant Impact, Less than Significant Impact with Mitigation, or Significant and Unavoidable Impact. Consultant will provide a summary "call-out" box at the beginning of each threshold that briefly describes the: 1) Threshold; 2) Impact; 3) Applicable PDF(s); 4) Significance Before Mitigation; 5) Mitigation Measure(s); and 6) Significance After Mitigation. The "call out" box is intended for ease of review of the sections by the general public and City decision-makers. Consultant will incorporate any PDFs into the applicable Administrative Draft EIR and MMRP, if applicable. Consultant shall ensure that all Mitigation Measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the Mitigation Measure is needed; 2) who would be responsible to perform the Mitigation Measure; 3) timing for when the Mitigation Measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring. Consultant will incorporate all Mitigation Measures considered but rejected with a rationale for why the Mitigation Measure was rejected. Consultant will ensure that revisions to technical studies shall be sufficiently carried into the relevant Administrative Draft EIR section and vice-versa. Consultant will prepare other sections of the Administrative Draft EIR including the cover, table of contents, introduction, environmental setting, environmental analysis, and list of preparers. Consultant will incorporate its cumulative impact analysis into the Administrative Draft EIR section in lieu of a standalone chapter. Cumulative projects shall consider all past, present, and probable future projects (physical development and substantive policy/legislation including any uncertified LCP amendments, MMC amendments, and General Plan amendments in process). Consultant will need to develop a comprehensive list of cumulative projects, in consultation with the City. In addition to a list of cumulative projects provided by the City, at minimum, the Consultant will contact the County including LACFD and WD29, Pepperdine University, the Santa Monica-Malibu Unified School District (SMMUSD), and Caltrans for a list of all nearby projects to the subject property. An analysis of the cumulative projects will serve as the basis for the impact significance determination baseline, while the Project's

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	incremental contribution to the cumulative baseline will be considered the Project's potential cumulative impact; however, other agencies as appropriate may also be incorporated. The Consultant will prepare a range of Project Alternatives (including the no-project alternative) sufficient to provide a qualitative comparison to the Project's effect on the environment. Consultant, in consultation with the City, will identify the environmentally superior alternative, which will be an alternative other than the no-project alternative. Project Alternatives to be considered in the analysis will be based on consultation with the City, as well as suggestions received during the scoping period. Consultant will need to ensure that sufficient time is included in its proposal for this sub-task due to Project complexity, coordination with City and County departments, and reviews. Consultant will analyze any potential growth-inducing effects and significant irreversible changes. Consultant will include the following in the relevant Administrative Draft EIR sections: 1) Land Use and Planning: Evaluate consistency with the Local Coastal Program (LUP and LIP), MMC (as applicable), and General Plan; 2) Population and Housing; 3) Public Services; and Utilities and Service Systems: Obtain or utilize obtained will serve letters from LACFD, County Sheriff, WD29, City Public Works, and various utilities; 4) Recreation: Evaluate construction and operational impacts on public parks and public parking in the vicinity of the Property, including consistency with LCP policies related to public access to parklands and overnight accommodations; and 5) Tribal Consultation Resources: Provide AB 52 assistance and consultation, if needed. **Reviews:** Consultant will modify sections of the Administrative Draft EIR once and then prepare the Screencheck EIR. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. Such incorporations are in addition to any Task 4 reviews. **Deliverables:** Administrative Draft EIR and Screencheck Draft EIR, MMRP and Appendices (provided in Word with clean and tracked change versions for each round of review).

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Task 6	**Public Review Draft EIR**. Prepare the Public Review Draft EIR including the Draft MMRP and applicable Appendices based on comments received. All citations and references in the Draft EIR shall specify the page number(s) of the associated document and a copy of each reference document in PDF and web link (or portion of each document as applicable) with an Index provided to the City prior to the commencement of the Draft EIR public review period. Note that typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions). Prior to publishing for public review, Consultant shall request written City acknowledgement that the Public Review Draft EIR is ready for public circulation. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) including to LCI; however, City will file all public notices associated with the Public Review Draft EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees. Even though LCI filings are now electronic, the City will request printed copies of the Draft EIR, per the Deliverables below. **Deliverables:** Public Review Draft EIR, Draft MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck Draft EIR). PDF of all references to be provided and a web link to files. Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including appendices. Digital version shall be made available to the City on a secure file transfer site, including all references. Estimate 15 hard copies of the Draft EIR Executive Summary and an additional 5 hard copies of the complete Public Review Draft EIR, Draft MMRP, and Appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 7	**Response to Comments**. Prepare Draft Responses to Comments received during the Draft EIR public review period (estimate at least 150 individual comments). Consultant will work closely with the City to strategize the appropriate responses and identify areas for revisions to the document, if necessary. Based on the comments provided on the draft responses to comments, Consultant will prepare revised responses to comments. Consultant will organize and catalog all comment letters received during the public review period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a

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	list of people, organizations, and agencies participating and commenting (including contact information if available), and incorporate all prior people, organizations, and agencies that participated and/or commented on the NOP or requested notification. **Reviews:** Consultant will modify the draft Response to Comments up to three times in response to review comments. **Deliverables:** Draft and Final Response to Comments (provided in Word, with clean and tracked changes versions of each round of review).
Task 8	**Screencheck Final EIR**. Prepare the Final Responses to Comments, the Screencheck Final EIR, the Final MMRP, and any new Appendices if applicable. The Screencheck Final EIR shall be prepared in a strikeout/underline format to the Draft EIR to highlight changes in the document, along with an Errata chapter, and the Responses to Comments. The Screencheck Final EIR shall not be prepared as an abbreviated version cross-referencing to the Draft EIR. The MMRP will include an indication of the Project time period to which the measure applies (i.e., construction, operation, and pre- and post-occupancy), reporting requirements, responsible party for cost and implementing/enforcing the mitigation, requirements for monitoring, and frequency of reporting). **Reviews:** Consultant will modify sections of the Screencheck Final EIR <u>two</u> times prior to the Final EIR. If changes are made in a Final EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. **Deliverables:** Screencheck Final EIR including Response to Comments, MMRP, and any new appendices (provided in Word with clean and tracked changes version of the last round of review for the Response to Comments, and for each round of review of the Screencheck Final EIR).
Task 9	**Final EIR**. Prepare a Final EIR, Final MMRP, and any new Appendices for the Planning Commission's review and adoption based on the comments received. The Final EIR shall be integrated into the Draft EIR (in a strikeout/underline format to the Draft EIR) and <u>shall not</u> be prepared as an abbreviated version cross-referencing to the Draft EIR. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) in consultation with the City; however, City will file all public notices associated with the Final EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees (proof of prior payment).

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	Deliverables: Final EIR, Final MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck). Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including Response to Comments, revised text, figures, and any additional appendices (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Digital version shall be made available to be City on a secure file transfer site, including all references. Estimate 10 hard copies of the complete Final EIR including Response to Comments, MMRP, and all appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 10	**Findings and Statement.** Prepare Draft Findings of Fact and a Statement of Overriding Considerations (if significant and unavoidable impacts are identified) in accordance with CEQA Guidelines Sections 15091 and 15093. Based upon comments provided on the Draft Findings and Statement, Consultant will prepare the revised Findings and Statement. **Reviews:** Consultant will modify the Findings and Statement up to <u>two</u> times in response to review comments. **Deliverables:** Draft and Final Findings of Fact and Statement of Overriding Considerations (provided in Word with clean and tracked changes versions of each round of review); Final Findings and Statement to be provided in PDF.
Task 11	**Notices**. Prepare the following CEQA public notices: Notice of Preparation (NOP), Notice of Completion (NOC), SCH Summary Form, Notice of Availability (NOA), and Notice of Determination (NOD). Consultant will be responsible for preparing and distributing all public notices associated with the EIR in consultation with the City; however, the City will file all public notices associated with the County, including payment of County filing fees and California Department of Fish and Wildlife fees. Notices will meet all CEQA requirements and City preferences. City will prepare Planning Commission hearing notices prior to EIR certification in coordination with City. Consultant will review and provide feedback to City. The City will distribute, print, and file the final public hearing notices. In the event of an appeal to City Council, City will prepare City Council hearing notices with Consultant's review (Task 12(b)). Upon completion of the scoping period and public review period, Consultant will organize and catalog all comment letters received during the scoping period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available).

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	Consultant will prepare NOP and NOA postcard courtesy notices for City review. City will finalize, print, and mail to property owners and occupants within 500 feet of the Property and all interested parties on-file with the City. Consultant will assist City in maintaining its record of mailed postcards, returned postcards (if any), and address updates as applicable. **Reviews:** Consultant will modify each form of notice up to two times in response to review comments. **Deliverables:** Public notices and postcard mailers (provided in Word with clean and tracked changes versions of each round of review).
Task 12	**Project Coordination, Meetings, and Quality Control**. This task includes management of the Agreement, applicable subcontracts, schedule, budget, and coordination with subcontractors, and other consultants, City staff, City contract consultants, Applicant when applicable, agencies, and others. Consultant will assign a dedicated Project Manager who has extensive experience managing the preparation of an EIR and environmental analysis for projects of similar size, type, and complexity. To the maximum extent feasible, Consultant shall ensure that the designated Project Manager shall remain involved until the Planning Commission (or City Council in the event of an appeal) acts on the EIR. Attendance, participation, and assistance in regular team meetings and calls, public meetings, and stakeholder meetings. Consultant to facilitate the public Scoping meetings in coordination with City staff and/or City contract consultants including in-person and/or virtual participation, preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping meeting notes. Consultant will provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month. This report will accompany monthly invoices submitted to City. At minimum, the following services will be necessary and should be budgeted as part of this Task: • In addition to the designated Project Manager and/or any other staff or subcontractors assigned, Consultant shall account for and ensure that all applicable technical leads are included in meetings pertaining to their technical expertise when appropriate. • Attend regular monthly project management meetings and calls with City staff and/or City contract consultants (estimate one, one-hour meeting per

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	month over the life of the proposed schedule; assume 90 percent virtual and 10 percent in-person). At- will calls can be made by the consultant for clarification and direction. • Upon completion of the Administrative Draft EIR, a working meeting to review and discuss City comments shall take place. • Attend up to two, two-hour stakeholder meetings before the Draft EIR is released (assume 50 percent virtual and 50 percent in-person). • Attend working review sessions associated with the Response to Comments and prior to Final EIR preparation (estimate 5, two-hour meetings; assume 90 percent virtual and 10 percent in-person). • Attend up to two, two-hour stakeholder and other public meetings prior to Planning Commission hearing (assume 50 percent virtual and 50 percent in-person). • Provide Planning Commission hearing agenda report and PowerPoint preparation assistance to City staff and/or City contract consultants. • Attend up to two Planning Commission hearings including preparation (estimate eight hours each including preparation time; assume 100 percent in-person). • Manage applicable Project contracts and subcontracts, EIR schedule, and budget. Integrate the EIR schedule into other Project-related schedules as provided and requested. • Ensure that monthly invoicing is submitted to the City within 30 days after the close of each month that services are provided. • Coordinate with subcontractors and other consultants, City staff, City contract consultants, agencies, and others as appropriate. • Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA. • Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues. • Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.

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Referenced attachments to Request for Proposals

ATTACHMENT 3
ADDITIONAL AESTHETICS REPORT COMPONENTS

Aesthetics

- Prepare an Aesthetics and Visual Resources Technical Report. Primary consideration shall be public views of hillsides and the ocean from public viewing areas.
- Evaluate consistency with applicable policies of the LCP and the City's Dark Sky Ordinance. Consideration of public views of hillsides and the ocean shall be evaluated.
- Include a minimum 9 key observation points as generally represented in the exhibit below, comprised of six views from LCP-designated scenic roads (PCH and Malibu Canyon Rd), two from parks (Malibu Bluffs Park and Legacy Park), and one from the public beach generally southeast of the subject property. Final locations to be confirmed with City.



- Assess if Applicant-provided 3D modeling in visual simulations is sufficient for existing view and proposed views. If not sufficient, prepare additional 3D modeling as necessary to supplement using building/structure footprint and height, including proposed exterior grade changes outside of building footprint.
- Prepare a quantitative and qualitative assessment of daytime glare and nighttime illumination and sky glow. These findings will be integrated into the technical report.

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ATTACHMENT 4
LIST OF APPLICANT PROVIDED DOCUMENTS & REPORTS

The following documents and reports are noted for reference and are a part of the City's project submittal files.

Alta Survey	▪ Chris Nelson & Associates (11/2019)
Preliminary Title Report	▪ Chicago Title (4/30/19, 2/5/24)
Architectural Plans	▪ Adamson Associates (9/23/23, 2/13/25)
Civil Plans	▪ Sherwood Design Engineers (9/25/23, 6/24/24)
Landscaping Plans	▪ The Olin Studio (8/15/23, 6/24/24)
Lighting Plans & Photometric	▪ Kaplan Gehring McCarroll Architectural Lighting (1/1/20, 6/24/24)
Lighting Fixture Schedule and Specifications	▪ Kaplan Gehring McCarroll Architectural Lighting (9/25/23, 6/24/24)
Biological Assessment	▪ Forde Biological Consultants (5/23/24, 6/26/24, 3/26/25)
Preliminary Geologic and Geotechnical Engineering Investigation	▪ GeoSoils Consultants, Inc. (9/21/23, 6/27/24, 4/3/25, 5/29/25, 7/7/25)
Traffic Impact Analysis	▪ Linscott, Law & Greenspan (12/5/23, 5/8/25, 6/17/25)
Total Grading Yardage Certificate	▪ Sherwood Design Engineers (9/14/23, 6/13/24)
Stormwater Management Plan	▪ Sherwood Design Engineers (6/7/24, 7/7/24)
Wastewater Flows Memorandum	▪ Sherwood Design Engineers (5/16/24)

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Appendix A to Task 4.0 Technical Studies

Task 4: Technical Studies

The Applicant's team prepared technical studies that may be relied upon to evaluate the potential impacts of the Project. As part of this effort, the existing studies will be peer-reviewed and updated as necessary to ensure they meet a CEQA level of adequacy. As provided in the scope of work below, where an Applicant study is not available, a new study has been proposed. A summary of each technical approach is provided below.

Task 4.1a: Fire Protection Plan

The Project Site is located in a wildfire zone, and previous wildfires in Malibu and the Palisades have made wildfire planning a critical component for projects. Dudek will prepare a Fire Protection Plan (FPP) for the proposed Project, recognizing the site's location in a high wildfire hazard area and the importance of wildfire planning in Malibu. The scope includes review of site and grading data, field-based risk assessment, fire behavior modeling, fire history analysis, and preparation of a conceptual fuel modification plan consistent with LACoFD guidelines. Dudek will then prepare the FPP documenting site conditions, code compliance, emergency access, water supply, defensible space, mitigation measures, and fire risk reduction strategies, with up to three rounds of review and revisions included.

Task 4.1b: Wildfire Evacuation Study

Dudek will prepare a Wildfire Evacuation Study (WES) to evaluate evacuation conditions and potential wildfire risks affecting the site and the surrounding community. The WES will integrate evacuation traffic modeling, fire spread modeling, and regulatory analysis to evaluate evacuation feasibility under existing and project conditions. The scope includes data collection and coordination with the project team and LACoFD, development of a Vissim-based evacuation model for multiple community and project scenarios, and fire progression modeling to establish time-of-arrival benchmarks relative to evacuation times. Results will be provided in a comprehensive WES that includes regulatory context, scenario analysis, evacuation routes and contingencies, recommended mitigation measures, and supporting graphics and appendices.

Task 4.2: Peer Review of Transportation Impact Study / Vehicle Miles Traveled Analysis

CR Associates will conduct an independent peer review of the applicant-prepared Transportation Impact Study Report, including evaluation of the vehicle miles traveled (VMT) screening results, VMT analysis methodology and findings, mitigation measures (if required), traffic data collection methods, trip generation and distribution assumptions, traffic assignments, signal timing assumptions, roadway geometry assumptions, site access and circulation, traffic operations analyses, recommended improvements, and supporting technical documentation. The review will focus on evaluating the reasonableness and adequacy of the methodologies, assumptions, modeling inputs, and conclusions presented in the study, including a detailed cross-check of the modeling inputs and assumptions used by the Applicant's traffic consultant. CR Associates will prepare a consolidated First Round Peer Review Comment Memorandum that documents the review findings and recommendations. Following receipt of the revised study, CR Associates will conduct a final review, assuming all first-round comments have been adequately addressed, and will confirm the study's adequacy for environmental review purposes. Additional review rounds or

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independent rerunning of the transportation model to validate study results are not included in this scope

Task 4.3: Peer Review of Photometric Plans and Visual Simulations

Impact Sciences will conduct a peer review of the Applicant-prepared visual simulations. The team will evaluate the appropriateness of the key viewer locations, including the total number of locations provided. As CEQA is concerned with public views, it will be important to identify any public views of important resources (such as the ocean) that may be affected by the project. The team will also review any vegetation proposed for screening to determine the appropriateness. Lastly, we will review the photometric plans prepared by the Applicant's team. The project's lighting plan will be reviewed for compliance with Malibu's dark skies ordinance.

Task 4.4: Peer Review of Air Quality Technical Report and Air Health Risk Assessment

Per the Supplemental RFP, the Applicant has prepared an Air Quality Technical Report and an Air Health Risk Assessment to be submitted to the City. Once the City receives the reports, Impact Sciences' Technical Director will review the reports to ensure they meet the necessary requirements under CEQA. The focus will be to determine if the approach is consistent with the most recent best practices related to Air Quality analysis. The peer review will consider past practice as well as currently accepted practice. Lastly, the health risk assessment will be reviewed, and it is assumed that the health risk assessment will provide a qualitative analysis of relevant health risks.

Task 4.5: Peer Review of Biological Resources Technical Report

Impact Sciences will coordinate with Pax Environmental to conduct a peer review of all existing biological resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior biologists of documents related to the biological setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new data to be collected and studies to be prepared.

Task 4.6: Peer Review of Cultural Resources Technical Report

Pax Environmental will conduct a peer review of all existing cultural resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior archaeologists of documents related to the cultural setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new

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data to be collected and studies to be prepared.

Task 4.7: Peer Review of Energy Use Technical Report

Impact Sciences' Energy Use Technical Report will evaluate the proposed Project's potential energy consumption and identify measures to minimize impacts consistent with the *State CEQA Guidelines* Appendix F, which emphasizes energy conservation and efficient use of energy, including decreasing overall per capita energy consumption, decreasing reliance on fossil fuels, and increasing reliance on renewable energy sources. The assessment will estimate the Project's energy consumption based on anticipated operational demand. Using the estimated energy demand, we will assess potential impacts on local and regional energy resources. This will include reviewing the Project's alignment with relevant energy policies and initiatives, including Malibu's Energy Action Plan and Title 24 of the California Green Building Standards Code. Feasible mitigation measures and efficiency practices will be proposed to reduce energy impacts, promoting sustainable energy use and conservation, where possible.

Task 4.8: Peer Review of Geology and Soils Technical Report

ENGEO will review baseline geologic, seismic, and soil information from published and unpublished literature, GIS data, and online sources for the proposed Project and the surrounding area. Data sources will include the following: reports and documents from the Applicant; geologic literature from the U.S. Geological Survey and the California Geological Survey; soils data from the U.S. Department of Agriculture Natural Resources Conservation Service; geologic and soils GIS data; available geotechnical reports; and online reference materials. The literature review will focus on the identification of specific geologic and seismic hazards at the Project Site, including project-specific fault trenching studies on site to evaluate the Malibu Coast fault traversing through the Project Site.

Task 4.9: Peer Review of Greenhouse Gases Technical Report

The application will prepare the GHG study. Impact Sciences will conduct a peer review and assess the proposed Project's potential GHG emissions in accordance with the *State CEQA Guidelines*. Using CalEEMod, the analysis will quantify existing site emissions (if any), estimate construction-related emissions, and calculate the Project's net increase in GHG emissions. The evaluation will also determine whether the Project would conflict with applicable plans, policies, or regulations adopted to reduce GHG emissions. This assessment will include consistency analyses with the City's Energy Action Plan, the CARB 2022 Scoping Plan, and SCAG's RTP/SCS. The results will support the CEQA evaluation of potential climate impacts associated with Project implementation.

Task 4.10: Peer Review of Phase I Environmental Site Assessment

The applicant will prepare the Phase 1 Environmental Site Assessment report. ENGEO will perform a peer review. If applicable, ENGEO will evaluate available previous explorations, laboratory data, and reports with respect to identified environmental hazards. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations.

Task 4.11: Peer Review of Preliminary Drainage Study and Stormwater Management Plan

ENGEO will provide a peer review of the preliminary drainage study and stormwater management plan prepared by Sherwood Design Engineers for the proposed Project. We will review the

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hydrologic conditions and assumptions presented in the plan and evaluate the overall approach and calculations to manage post-development stormwater at the site with respect to applicable water quality regulations for the proposed Project, namely Order No. R4-2021-0105 as adopted by the Los Angeles Regional Water Quality Control Board (RWQCB). The peer review analysis will identify potential environmental impacts related to erosion, sedimentation, and pollutant discharge, and will identify deficiencies in the stormwater management plan that may be needed to develop mitigation measures to minimize adverse effects on water quality and hydrology. The review of the preliminary drainage study and stormwater management plan will not include construction-related stormwater management. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations and a summary of opinions, conclusions, and recommendations regarding potential concerns.

Task 4.12: Peer Review of Exterior Noise and Exterior Façade Acoustical Analysis

Impact Sciences Technical Director will review the noise reports to determine if the approach is consistent with standard CEQA practice. A review of modeling assumptions and sensitive receptor locations will be considered. Any recommendations will be provided in a letter to the City.

Task 4.13: Utility Infrastructure Study – Wastewater (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary If the peer review is necessary, SAI will perform an independent technical review of the Wastewater Flows Memorandum prepared by Sherwood Design Engineers. However, this study may be outside the necessary scope of CEQA and, therefore, could be removed from the scope if deemed not necessary. The purpose of this review is to assess the adequacy, accuracy, and consistency of the wastewater analysis with applicable standards, project assumptions, and environmental documentation requirements. SAI will review the Wastewater Flow Memorandum, including all supporting calculations, figures, and appendices. SAI will evaluate the methodologies used to estimate wastewater generation, including unit flow factors, peaking factors, and occupancy assumptions. Any discrepancies, gaps, or unsupported conclusions that may affect environmental determinations will be identified. SAI will prepare one (1) consolidated comment memorandum summarizing review findings and recommendations. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14a: Utility Infrastructure Study – Water (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary. If the water infrastructure report is necessary for the CEQA analysis, SAI will perform a water capacity analysis of the existing public water system that will serve the project. The analysis will use existing land uses as shown on a Land Use Map available from the jurisdictional agency, pressure and flow data from fire hydrant flow tests provided by the City of Malibu, record drawings of the existing water system, and demand history provided by the City or Los Angeles County Waterworks. The anticipated water demand projections of the project will be provided by the Project Engineer. SAI will request fire hydrant flow tests from Los Angeles County Waterworks in an effort to acquire flow/pressure data from fire hydrant flow tests. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14b: Water Supply Assessment (Not Required)

Based on information provided in the RFP, the proposed Project will likely not require a Water

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Supply Assessment (WSA). The project is below the Senate Bill 610 (SB 610) threshold of 500 rooms for a hotel project. SB 610 also stipulates that a WSA is required if the project demands an amount of water equivalent to or greater than that required by a 500-dwelling-unit residential development. It is not typical that a 146-room hotel would consume the equivalent of 500 residential units, but a luxury resort with extensive amenities could have substantially higher demand than a typical hotel. If a determination is made by Los Angeles County Waterworks or based on water use estimates that a WSA is necessary, Impact Sciences will adjust the scope and cost accordingly. *If peer review is required, work will be performed applying the 10% contingency fee if necessary.

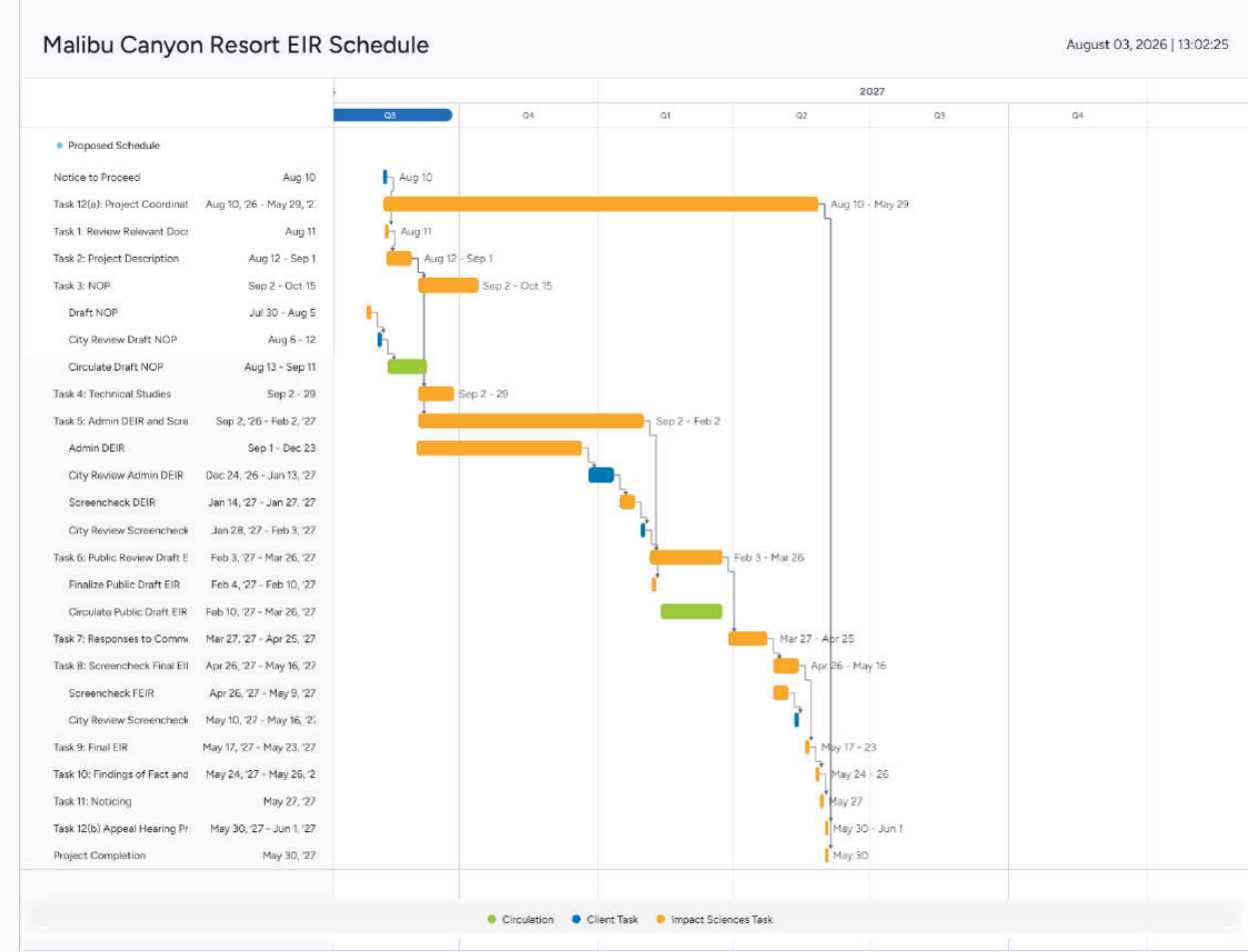
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Timeline

Impact Sciences will work with City staff to complete the environmental review of this project in the most time-efficient manner possible. Upon receiving authorization to proceed, Impact Sciences will begin review of reports and other materials provided by the applicant to the City and will begin preparation of the Administrative Draft EIR.

From Notice to Proceed to filing the Notice of Determination, it is estimated that the project will take eight to ten months.

This schedule represents a good-faith estimate based on the timely submission of complete and technically adequate materials by the Developer, prompt responses to requests for additional information, and continued coordination among the Developer, the City, the Consultant, responsible agencies, and other reviewing entities. Actual completion of the EIR will depend on the completeness and quality of materials submitted, the extent of revisions required to technical studies, agency review and coordination, public participation during the CEQA process, and other factors that may arise during preparation of the EIR. Accordingly, the proposed schedule is an estimate and should not be construed as a guaranteed completion date.



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EXHIBIT B
COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or designee.

Project Budget
Exhibit B includes a contingency amount equal to ten percent (10%) of the total estimated project cost to address additional services that may be required during preparation of the EIR. Prior to utilizing the contingency amount, as needed to support completion of the Project, written authorization must be granted by the Community Development Director or designee.

Task	Fee
Task 1: Review Relevant Documents and Project Kick-off	$18,820
Task 2: Project Description	$13,870
Task 3: Notice of Preparation (NOP)	$7,880
Task 4: Technical Studies	$223,978
Task 5: Admin Draft EIR and Screencheck Draft EIR	$140,870
Task 6: Public Review Draft EIR	$8,870
Task 7: Responses to Comments	$53,440
Task 8: Screencheck Final EIR	$18,290
Task 9: Final EIR	$10,120
Task 10: Findings and Statement	$4,560
Task 11: Notices	$7,320
Task 12: Project Coordination, Meetings, Quality Control	$27,800
Estimated Reimbursable Expenses	$3,300
Subtotal	**$539,118**
10% contingency	**$53,912**
TOTAL (including 10% contingency)	**$593,030**

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EIR Tasks

Task	Task Description	TOTAL BUDGET
1	**Review Relevant Docs and Project Kick-Off**	18,820
2	**Project Description**	13,870
3	**Prepare NOP**	7,880
4	**Technical Studies**	
	4.1 Fire Protection Plan and Wildfire Evacuation Study (Dudek)	100,444
	4.2 Peer Review of Transportation Impact Study / VMT/SCAG Analysis (CRA)	18,577
	4.3 Peer Review of Aesthetics and Visual Resources Technical Report	9,170
	4.4 Peer Review of Air Quality Tech Report and HRA	6,430
	4.5 Peer Review of Biological Resources Tech Report (Pax)	6,294
	4.6 Peer Review of Cultural Resources Technical Report (Pax)	7,383
	4.7 Peer Review Energy Use Technical Report	4,770
	4.8 Peer Review of Geology/Soils Tech Report (ENGEO)	14,847
	4.9 Peer Review GHG Tech Report	4,550
	4.10 Peer Review of Phase I ESA (ENGEO)	14,291
	4.11 Peer Review of Prelim Drainage Study & Stormwater Mgmt Plan (ENGEO)	31,152
	4.12 Peer Review of Exterior Noise/Exterior Noise Façade Acoustical Analysis	6,070
	4.13 Utility Infrastructure Study – Wastewater (SAI)	-
	4.14 Utility Infrastructure Study – Water (SAI)	-
5	**Admin Draft EIR and Screencheck Draft EIR**	
	Executive Summary	5,500
	Introduction	2,780
	Project Description	8,760
	Environmental Impact Analysis	1,250
	Aesthetics	8,330
	Air Quality	3,500
	Biological Resources	6,180
	Cultural Resources	4,900
	Energy	2,250
	Geology and Soils	3,075
	Greenhouse Gas Emissions	3,330
	Hazards	3,620
	Hydrology	4,100
	Land Use and Planning	7,160
	Noise	2,250
	Population and Housing	4,530
	Public Services	4,900
	Recreation	3,875
	Transportation	6,980
	Tribal Cultural Resources	2,490
	Utilities and Service Systems	6,000
	Wildfire	8,630
	Other CEQA Considerations / Effects Found Not to be Significant	3,650
	Growth Inducing Impacts	1,810
	Alternatives	10,960
	MMRP	1,810
	Screencheck Draft EIR	18,250
6	**Public Review Draft EIR**	8,870
7	**Responses to Comments**	53,440
8	**Screencheck Final EIR**	18,290
9	**Final EIR**	10,120
10	**Findings and Statement**	4,560
11	**Notices**	7,320
12	**Project Coordination, Meetings, Quality Control**	27,800
	Estimated Reimbursable Expenses	3,300
	SUBTOTAL	**539,118**
	10% Contingency	**53,912**
	TOTAL	**593,030**

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Hourly Rates

Impact Sciences

Staff Classification	Hourly Rate
Principal/Managing Principal	$320
Associate Principal	$290
Technical Director	$290
Senior Project Manager	$225
Project Manager	$200
Senior Technical Specialist	$185
Quality Assurance / Quality Control	$200
Technical Specialist	$180
GIS Technician	$175
Planner	$170
Assistant Technical Specialist	$140
Publications Manager	$140
Graphics	$140
Publications	$140
Associate Planner	$135
Clerical/Administrative	$100

CR Associates

Staff Classification	Hourly Rate
Principal I	$325
Senior Professional III	$295
Senior Professional I	$250
Professional II	$225
Analyst II	$165
Analyst I	$145
Intern	$105
Admin/Graphics	$120

Dudek

Staff Classification	Hourly Rate
Project Director / Environmental	$350
Senior Specialist V	$290
Senior Specialist I	$230
Analyst IV	$155
Analyst III	$145

ENGEO

Staff Classification	Hourly Rate
Principal	$440
Associate Engineer / Geologist	$360
Project Engineer / Geologist	$270
CAD/GIS	$257
Project Assistant / WP	$190

Pax Environmental

Staff Classification	Hourly Rate
Principal	$185
Project Management	$162
Senior Biologist	$138
Senior Archeologist	$135

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Staff Classification	Hourly Rate
Associate Biologist	$121
Associate Archeologist	$116
GIS Specialist	$139
Technical Editor	$94

Suenram and Associates

Staff Classification	Hourly Rate
Senior Civil Engineer	$217
Technical Lead	$177
Engineer III	$138

Impact Sciences 2026 Schedule of Charges

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

Classification	**Hourly Rate**
Principal/Managing Principal	$320.00
Associate Principal	$290.00
Technical Director	$290.00
Senior Project Manager	$225.00
Project Manager	$200.00
Senior Technical Specialist	$185.00
Technical Specialist	$180.00
Senior Planner	$175.00
Planner	$170.00
Assistant Technical Specialist	$140.00
Associate Planner	$135.00
GIS Technician	$175.00
Assistant Planner	$125.00
Graphics	$140.00
Publications	$140.00
Clerical/Administrative	$100.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges	
Subcontractors	Cost plus 3 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent
Staff Mileage Expense	IRS standard reimbursement rate
Internal Reproduction Costs	
Single Sided Black and White Copies	
8.5”x11”	$0.20 per copy
11”x17”	$0.40 per copy

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Double Sided Black and White Copies	
8.5”x11”	$0.30 per copy
11”x17”	$0.60 per copy
Single Sided Color Copies	
8.5”x11”	$0.80 per copy
11”x17”	$1.60 per copy
Double Sided Color Copies	
8.5”x11”	$1.60 per copy
11”x17”	$3.20 per copy
Document Scanning	$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

Reimbursable Expenses. Allowable reimbursable expenses include costs of printing, printing supplies, travel (vehicle mileage only), postage, delivery services, photography, computer research that requires charges, and all other reasonably necessary costs and expenses incurred in completing such services; provided, however, allowable reimbursable expenses shall exclude air travel, lodging, and meals. Mileage shall be reimbursed at the IRS prevailing rate. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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EXHIBIT C
KEY PERSONNEL AND SUBSCONSULTANTS

Consultant acknowledges that the qualifications and experience of the personnel identified in Consultant's proposal were a material factor in the City's selection of Consultant.

The following personnel shall serve as the key personnel assigned to this Agreement:

- Project Manager – Jessica Kirchner, CEO & Managing Principal

Consultant shall not remove, replace, or substantially reduce the involvement of any key personnel without the prior written approval of the City. If replacement becomes necessary due to resignation, illness, or other circumstances beyond Consultant's control, Consultant shall propose a replacement with substantially equivalent qualifications and experience for City approval prior to assignment.

Consultant shall use only those subconsultants identified unless otherwise approved in writing by the City. Consultant remains fully responsible for the work of all subconsultants.

Subconsultants

- CR Associates – Transportation & Traffic Peer Review
- Dudek – Wildfire Planning and Wildlife Evacuation Reports
- ENGEO - Geology/Soils, Hazards & Hazardous Materials, and Stormwater Management Peer Review
- Pax Environmental - Biological and Cultural Resources Peer Review
- Suenram and Associates - Water Utility Infrastructure, Wastewater Utility Infrastructure Peer Review

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EXHIBIT D
INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or

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policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

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Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that any approved subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the

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Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

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Developer Reimbursement Agreement

This Developer Reimbursement Agreement (the "Agreement") is made on this 10th day of August 2026, by and between the **City of Malibu**, a municipal corporation (hereinafter referred to as the "CITY") and **Green Acres LLC,** a California limited liability company (hereinafter referred to as the "DEVELOPER"). CITY and DEVELOPER are each a "Party" and collectively, the "Parties".

Recitals

A. DEVELOPER has submitted an application to the CITY, requesting that the CITY approve a coastal development permit ("CDP No. 24-001"), conditional use permit ("CUP No. 24-001") and associated entitlements including variances from development standards and lot merger for the construction and operation of a project consisting of a 146-room resort hotel with restaurants, meeting rooms, ballroom, health club, swimming pool, tennis courts, parking garage with valet tunnel, landscaping, grading and associated development on three vacant parcels (the "Project"). The Project details are as follows:

Name: Malibu Canyon Resort Project
Address: 4000 Malibu Canyon Road, Malibu, CA
APNs: 4458-030-007, 4458-028-015 and 4458-028-019 ("Property")

B. The proposed Project's main resort building includes 60 hotel rooms with facilities, with the remaining 86 hotel rooms within 45 independent buildings around the Property. The total gross square footage of building construction is approximately 579,396 square feet ("SF"), of which 181,560 SF is proposed to meet the Local Coastal Program's ("LCP") allowable floor-area-ratio ("FAR") limit of 181,706 SF for the Property. Buildings will range from one to three stories above grade with one additional story below grade. Building heights will range from 14 feet to 40 feet.

C. The Project includes a parking structure that measures 70 feet tall with five stories above grade and one additional story below grade. Approximately 588 parking stalls will be provided in the Project, comprised of 22 spaces in a surface lot and 566 spaces in an all-valet parking garage.

D. Approximately 263,923 cubic yards ("CY") of total grading will result, of which 183,499 CY will be exported from the Property. Approximately 488,260 SF of the Property will be devoted to landscaped area and approximately 319,855 SF of the Property will be devoted to additional open space area.

E. Stormwater improvements onsite will ensure no increase in peak flow from existing conditions and will rely on green infrastructure, storm drain collection system, and detention basins. The Project will connect to the City's Civic Center Wastewater Treatment Facility ("CCWTF").

F. The Project is proposed on three vacant parcels in the Commercial Visitor-Serving 2 ("CV-2") zoning district that will be merged as part of the Project to create an approximate 28.2-acre

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parcel (1,288,908 SF gross lot size or 1,211,376 SF net lot size with public street easements removed). The Property is located at 4000 Malibu Canyon Road, Malibu, California, 90265.

G. CITY has retained Impact Sciences, Inc. (hereinafter referred to as the "CONSULTANT") to prepare an Environmental Impact Report ("EIR") for the Project under the direction of CITY, at DEVELOPER's expense, for consideration in conjunction with the application as required by the California Environmental Quality Act ("CEQA"), Public Resources Code Sections 21000 et seq. and State and local regulations promulgated pursuant thereto. The CONSULTANT'S scope of work and cost estimate is attached hereto as Exhibit A.

H. DEVELOPER and CITY now desire to enter into an agreement to establish terms and conditions for DEVELOPER's pre-funding and reimbursement of CITY's expenses related to the EIR. Nothing in this Agreement in any way commits the CITY to approving the Project or producing an EIR in a manner that DEVELOPER desires or demands.

NOW, THEREFORE, the CITY and DEVELOPER mutually agree as follows:

1. **PAYMENT.** DEVELOPER agrees to pay CITY in full for any and all costs and expenses incurred by CITY in connection with the preparation of the environmental review documents for DEVELOPER's project, including, without limitation, all amounts payable by CITY to CITY'S CONSULTANT to prepare such documents. DEVELOPER shall be responsible for all CONSULTANT personnel costs (including full-time, part-time, and contract personnel) and any and all additional costs incurred by CITY in connection with the CONSULTANT's services.

   The CITY estimates that the cost of the CONSULTANT's base contract amount is $539,118. In addition, DEVELOPER shall reimburse the CITY for a management and administration fee equal to thirty (30) percent of the CONSULTANT'S estimated base contract amount, in the amount of $161,735, to reimburse the CITY for personnel and administrative costs incurred in managing the CONSULTANT contract.

   The CITY may, in its sole discretion, authorize the use of a contingency deposit in the amount of $53,912, representing ten (10) percent of the CONSULTANT's base contract amount, for additional services or unforeseen work beyond the approved scope of services. Any use of the contingency shall require prior written authorization by the Community Development Director, or designee. If any portion of the contingency is authorized, DEVELOPER shall also reimburse the CITY for an additional management and administration fee equal to thirty (30) percent of the authorized contingency amount, currently estimated to be $16,174.

   The estimated Consultant costs, City management and administration fee, optional contingency, and deposit schedule are summarized in Tables 1 and 2 below.

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Table 1 – Estimated Project Costs

The deposits are comprised of the following estimated costs:

Description	Amount	
Consultant Services (Tasks 1–12)	$539,118	
City Management & Administration Fee (30%)	$161,735	
Total Initial Funding (Deposits 1–3)	**$700,853**	
Optional Contingency (10%)	$53,912	
City Administration Fee on Contingency (30%)	$16,174	
Deposit No. 4	**$70,086**	
INITIAL TOTAL	**$770,939**	

The Project shall be funded through the deposits identified in Table 2.

Table 2 – Developer Funding Schedule

Deposit	Due	Amount
Deposit No. 1	Upon execution of this Agreement	$207,468
Deposit No. 2	Upon completion of publishing the Notice of Preparation	$335,396
Deposit No. 3	Prior to release of the Draft Environmental Impact Report (Draft EIR) for public review	$157,989
Deposit No. 4 (Optional Contingency)	Upon written request of the CITY if additional funding is required	$70,086

The total deposit amount of $770,939 represents the CITY's good-faith estimate of DEVELOPER's financial obligations under this Agreement (as of the date of execution of this Agreement). Each individual deposit likewise represents the CITY's good-faith estimate of the amount necessary to fund the corresponding phase of work. DEVELOPER remains responsible for all actual costs and fees payable under this Agreement, regardless of whether such costs exceed the estimated deposit amounts.

All amounts stated in this Agreement, including the amounts in Tables 1 and 2 and any contingency or deposit, are good-faith estimates only and are not caps, guarantees, fixed prices, or limits on DEVELOPER's obligations. DEVELOPER shall pay one hundred percent (100%) of all actual EIR-related costs, including CONSULTANT invoices and costs for contract amendments, additional or supplemental services, technical studies, legal review, Project changes, incomplete or deficient submittals, repeated review, closeout, cancellation, and wind-down. The CITY's management and administration fee shall equal thirty (30) percent of all actual amounts charged by CONSULTANT, including under the base contract and any amendment, change order, additional services authorization, supplemental work, or other CONSULTANT services, whether or not such amounts exceed the estimates, contingencies, deposits, or budgets stated in this Agreement.

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Deposit No. 4 is not part of the initial Project funding and shall only be required if the Community Development Director, or designee, determines that additional consultant services are necessary, including but not limited to changes in Project scope, additional technical studies, unforeseen work, or other circumstances requiring expenditures beyond the initial approved Consultant budget. The CITY shall provide written notice specifying the additional amount required, and DEVELOPER shall deposit the requested funds within fifteen (15) days after the CITY's written request. The CITY may continue work pending payment but may suspend work on the EIR and processing of the Project if the requested funds are not timely paid.

If, at any time, the CITY determines that the deposits made by DEVELOPER are insufficient, or that the actual or anticipated costs of preparing and reviewing the EIR will exceed the amounts previously deposited, the CITY may require DEVELOPER to make an additional deposit. The amount of the additional deposit shall equal the CITY's estimate of the additional CONSULTANT costs necessary to complete the EIR, plus a contingency of ten (10) percent of such additional CONSULTANT costs and the applicable thirty (30) percent management and administration fee to reimburse the CITY for personnel and administrative costs incurred in administering the CONSULTANT contract.

Following final action on the EIR by the Planning Commission (or the City Council, as applicable), or upon abandonment of the Project by DEVELOPER pursuant to Section 2, and after payment of all amounts due to CONSULTANT and reimbursement to the CITY for all costs recoverable under this Agreement, the CITY may retain a reasonable reserve from the deposits for any outstanding, committed, or reasonably anticipated CONSULTANT, closeout, cancellation, wind-down, legal, or litigation costs. After those amounts have been resolved and all amounts due under this Agreement have been paid, the CITY shall refund to DEVELOPER any remaining unexpended portion of the deposits. If the deposits are insufficient to satisfy all amounts payable under this Agreement, DEVELOPER shall promptly pay the CITY the remaining balance upon written demand.

DEVELOPER shall reimburse the CITY for all fees, costs, and expenses incurred by the CITY in connection with legal services provided by the City Attorney’s Office ("City Attorney") relating to the Project. The CITY is represented by the Best, Best, & Krieger LLP for City Attorney services. Such Project-related services may include, without limitation, legal review of the environmental review process, Project documents, agreements, public hearings, and other legal matters arising from or relating to the Project. Other Project-related services may include, without limitation, meetings and negotiations between the Parties, meetings and discussions with the CONSULTANT, and related actions. The City Attorney's fees shall be billed at the private client hourly rates set forth in Exhibit B. The rates in Exhibit B may be revised from time to time upon thirty (30) days' written notice to CITY and DEVELOPER, and DEVELOPER shall reimburse the CITY at the revised rates for services performed after the effective date of such revision. The Parties acknowledge and agree that the City Attorney's Office represents only the City, not the Developer, in connection with the EIR.

The thirty (30) percent management and administration fee under this Agreement is solely for the CITY's management and administration of the EIR and the CONSULTANT contract. It does not

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include or satisfy any deposit or fee for processing the Project's entitlement applications. The CITY reserves the right to require separate deposits and collect all application, entitlement-processing, hearing, permit, consultant, legal, and other fees and charges under the CITY's adopted Fee Schedule then in effect. No deposit, fee, or payment under this Agreement shall constitute a credit against or offset those separate amounts.

Upon reasonable request, CITY shall provide DEVELOPER with a reasonable accounting of deposits, expenditures, CONSULTANT invoices, and remaining balances, subject to applicable privileges, confidentiality protections, and law. Such accounting shall not confer any right to direct, supervise, or control the CITY, CONSULTANT, or the review process; review privileged or deliberative work product; or delay or condition payment.

2. **ABANDONMENT OF PROJECT.** In the event DEVELOPER abandons the Project prior to a final decision on the EIR by the Planning Commission (or City Council as applicable), CITY will suspend preparation of the EIR and evaluation of DEVELOPER's applications in a reasonably timely manner. DEVELOPER'S abandonment must be unequivocal, in writing, and submitted to the CITY pursuant to the noticing requirements set forth in this Agreement. Abandonment shall not relieve DEVELOPER of its obligation to pay all actual costs and expenses incurred or committed before the CITY completes suspension of the work, including cancellation, closeout, and wind-down costs.

3. **INDEPENDENT CONSULTANTS.**

3.1. During the term of this Agreement, and for a time period of one (1) year from final resolution of DEVELOPER's application, neither DEVELOPER, nor any of its representatives, agents or other persons acting in concert with DEVELOPER will enter into any financial or business relationship with CONSULTANT or any of its subconsultants or propose to enter into any future business relationship with any such entities or persons without written notice to and approval in writing by CITY. For purposes of this Agreement, if the determination on DEVELOPER's application is appealed, the final resolution of the DEVELOPER's application shall be the City Council's adoption of a resolution deciding the appeal.

3.2. DEVELOPER hereby acknowledges and agrees as follows:

3.2.1. CITY has sole discretion to select which of its employees are assigned to work on DEVELOPER's application.

3.2.2. CITY has sole discretion to determine which persons CITY will hire as employees and contractors to work on DEVELOPER's application.

3.2.3. CITY has sole discretion to direct the work and evaluate the performance of CONSULTANT, as well as the employees and contractors whom the CITY hires to work on DEVELOPER's application and CITY retains the right to terminate or replace at any time any employee or contractor who is assigned to work on DEVELOPER's application.

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3.2.4. CITY has sole discretion to determine the amount of compensation paid to employees and contractors hired by CITY to work on DEVELOPER's application.

3.2.5. CITY, not DEVELOPER, shall pay employees and contractors hired or assigned by CITY to work on DEVELOPER's application from a CITY account under the exclusive control of CITY.

3.2.6. The DEVELOPER acknowledges that the Community Development Director, or designee, shall have the sole authority to manage and direct the City's review of the Project, including, without limitation:

(a) determining the order and sequencing of project review;
(b) determining when technical studies are sufficiently complete to proceed to the next phase of review;
(c) determining whether technical reports require revisions, supplemental information, or complete re-preparation;
(d) determining whether technical studies are adequate for purposes of CEQA and the City's entitlement review; and
(e) directing the work of the City's consultants and coordinating review among City departments and outside agencies.

3.2.7. The DEVELOPER acknowledges that review comments issued by the CITY constitute the official direction of the CITY. The DEVELOPER shall not direct, supervise, evaluate, or attempt to control the work of CITY employees, the Case Planner, or CITY consultants.

3.2.8. The DEVELOPER acknowledges that determinations regarding the adequacy, completeness, sufficiency, and timing of technical review are governmental functions entrusted to the Community Development Director or designee. Nothing in this Agreement shall be construed to provide the DEVELOPER with any right to supervise, audit, challenge, or independently evaluate the internal review process or work product of the CITY's employees or consultants during the course of project processing. Nothing in this Section limits any nonwaivable right under applicable law or DEVELOPER's right to receive the financial accounting described in Section 1; provided that such accounting does not permit DEVELOPER to direct, supervise, control, or review privileged or deliberative work product or to delay payment.

3.3. CITY and DEVELOPER hereby acknowledge and agree that processing of DEVELOPER's application for the proposed Project is not contingent on the hiring of any specific contractors.

3.4. CITY and DEVELOPER hereby acknowledge and agree that DEVELOPER's duty to reimburse CITY is not contingent upon CITY's approval or disapproval of the proposed Project or upon the result of any action of CITY.

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3.5. Neither DEVELOPER, nor its officers, employees or agents, shall communicate with CONSULTANT during the term of this agreement without prior approval of CITY. CITY shall instruct CONSULTANT not to communicate with DEVELOPER or its agents without consent of CITY. The CONSULTANT shall receive direction solely from the CITY. Any technical comments, requests for revisions, or direction to the CONSULTANT shall be issued by the CITY unless otherwise expressly authorized in writing by the Community Development Director.

3.5.1. Draft Documents and Internal Work Product. DEVELOPER acknowledges that the CONSULTANT has been retained by the CITY to prepare environmental review documents under the direction of the CITY and in the exercise of the CONSULTANT's independent professional judgment. Draft reports, preliminary analyses, working papers, internal comments, quality assurance/quality control documents, memoranda, correspondence between the CITY and CONSULTANT, and other preliminary work product are prepared solely to assist the CITY in its review of the Project and do not constitute final determinations or official actions of the CITY. Except as required by applicable law, such materials shall remain the property of the CITY, shall not be distributed to DEVELOPER, and shall not be subject to review or approval by DEVELOPER. The CITY shall determine which documents, comments, and environmental review materials are appropriate for release during the Project review process. Nothing in this Section requires or permits CITY to withhold any record when disclosure is required by the California Public Records Act, a court order, or other applicable law.

3.6. Technical Study Review. CITY shall determine whether technical reports and studies are adequate for purposes of Project review and compliance with applicable federal, state, and local laws. CITY may require revisions, supplemental information, or additional studies whenever CITY determines such information is reasonably necessary to complete its review. DEVELOPER acknowledges that review of revised technical reports may require multiple iterations depending upon the scope and quality of revisions submitted.

3.7. Review Timeframes. Any schedules or estimated review timeframes contained in the Scope of Work, Project Schedule, correspondence, or other Project documents are estimates only and do not constitute binding deadlines upon CITY or CONSULTANT. Review time shall depend upon the complexity of the Project, completeness and quality of submitted materials, coordination with reviewing agencies, and compliance with applicable legal requirements. Nothing in this Section waives or alters a deadline imposed by nonwaivable applicable law.

3.7.1. Project Schedule Assumptions. DEVELOPER acknowledges that any project schedule or estimated timeframe for completion of the EIR, including the schedule contained in the CONSULTANT's scope of work or proposal, is based upon assumptions regarding the timely submission of complete and

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technically adequate materials by the DEVELOPER, prompt responses to requests for additional information, timely completion of technical studies, and continued cooperation among the DEVELOPER, the CITY, the CONSULTANT, responsible agencies, and other reviewing entities. Any delay resulting from incomplete or deficient submittals, revisions to technical reports, changes to the Project, requests for additional information or studies, agency review, public participation, or other circumstances beyond the CITY's or CONSULTANT's control may extend the estimated schedule. Such extensions shall not constitute a breach of this Agreement or delay attributable to the CITY or CONSULTANT.

3.8. Independent Environmental Review. DEVELOPER acknowledges that CONSULTANT prepares the environmental review documents on behalf of and under the direction of CITY. All environmental analyses, determinations regarding the adequacy of technical studies, requests for additional information, and recommendations concerning CEQA compliance shall be made independently by CONSULTANT under the supervision of CITY. Nothing in this Agreement shall be interpreted to create any contractual or supervisory relationship between DEVELOPER and CONSULTANT.

3.9. Regulatory Authority Reserved. Nothing contained in this Agreement, any cost estimate, project schedule, meeting, correspondence, or prior accommodation by CITY shall limit CITY'S authority to require additional information, revise the review process, request supplemental technical studies, or otherwise administer the Project as necessary to comply with applicable law or to ensure a complete and legally defensible environmental review.

4. **SURVIVAL.** DEVELOPER's obligation to reimburse CITY for all costs and expenses incurred pursuant to this Agreement shall survive the completion, termination, expiration, or abandonment of the Project and this Agreement until all amounts due have been paid in full. This obligation includes amounts incurred or committed for cancellation, closeout, wind-down, or litigation and survives denial, approval, and final action on the Project.

5. **PAYMENT OF ADDITIONAL COSTS.** Any additional amount due under this Agreement shall be paid by DEVELOPER within thirty (30) days after written demand by CITY. To the fullest extent permitted by law, CITY may suspend work on the EIR and processing of the Project and may withhold hearings, document releases, recommendations, approvals, permits, and other discretionary action until such payment is received.

6. **NO CITY LIABILITY FOR DELAYS.** CITY shall not be liable for any delay in the preparation, review, or completion of the EIR or processing of the Project resulting from consultant performance, public agency review, litigation, public comment, changes requested by DEVELOPER, or other circumstances beyond CITY's control.

7. **INTERPRETATION.** This Agreement is deemed to have been prepared by all of the parties hereto, and any uncertainty or ambiguity herein shall not be interpreted against the

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drafter, but rather, if such ambiguity or uncertainty exists, shall be interpreted according to the applicable rules of interpretation of contract under the law of the State of California.

8. **ASSIGNMENT.** This Agreement shall not be assigned in whole or in part without the prior written consent of CITY. As a condition of any consent, the successor or assignee shall assume in writing all of DEVELOPER's obligations under this Agreement. No assignment shall release DEVELOPER from any obligation unless CITY expressly agrees in writing, and this Agreement shall bind DEVELOPER's successors and permitted assigns.

9. **NOTICE.** All notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative, as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

   Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid and addressed to the party at its applicable address.

CITY:

CITY OF MALIBU
Attention: Yolanda Bundy, Community Development Director
23825 Stuart Ranch Road
Malibu, CA 90265-4861

DEVELOPER:

GREEN ACRES LLC
a California limited liability company
P.O. Box 6528
Malibu, CA 90264

And Its Members at the same address
as shown for Green Acres LLC:

Manhattan Partners II, LLC
a California limited liability company
Hushmand Sohaili - Manager

RM REW, LLC
a California limited liability company
Richard Weintraub - Manager

10. **GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of California and the exclusive venue for all disputes arising hereunder shall be the Superior Court for the County of Los Angeles and/or the Central District of California, as applicable.

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11. **ENTIRE AGREEMENT; MODIFICATION.** This Agreement represents the entire integrated Agreement between CITY and DEVELOPER, and supersedes any and all other agreements, either oral or written, between the parties, and contains all the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein. Any agreement, statement or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.

12. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when both parties have signed at least one copy hereof and the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

13. **AUTHORITY TO ENTER AGREEMENT.** The DEVELOPER has all requisite power and authority to conduct its business and to execute, deliver and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right and authority to make this Agreement and to bind each respective party.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Agreement _____.

CITY:

CITY OF MALIBU,
a municipal corporation:

_____
BRUCE SILVERSTEIN, Mayor

DEVELOPER:

GREEN ACRES LLC,
a California limited liability company:

By: Manhattan Partners II, LLC
a California limited liability company
Managing Member

By: DocuSigned by: _____
9C3512944550431...
Name: Hushmand Sohaili
Title: Manager

By: RM REW, LLC
a California limited liability company
Managing Member

By: DocuSigned by: Richard Weintraub
EFEE7EB27D9746C...
Name: Richard Weintraub
Title: Manager

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

Date: _____

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, City Attorney

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EXHIBIT A

Consultant Scope of Work / Cost Estimate

SCOPE OF WORK

The Environmental Impact Report (EIR) must include sufficient analysis of the direct and indirect project-level and cumulative environmental impacts associated with the Project, including construction and operation, in accordance with the requirements of CEQA.

Previous versions of a proposed hotel (although not the same Project) have been considered by the City, California Coastal Commission, and County for this site. Most recently in 2014, the City of Malibu prepared a Draft EIR that was circulated for a different hotel project. This Draft EIR was never certified by the City and remained a draft until the project was withdrawn by the applicant at the time. Pursuant to CEQA Guidelines §15060(d), the City may bypass the Initial Study (IS) phase and proceed directly to preparing an EIR since it is known an EIR will be necessary for the Project. It is anticipated that the following are expected to be studied in the EIR: aesthetics, air quality and health risk, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, noise, population and housing, public services, recreation, transportation, tribal cultural resources, utilities and service systems, and wildfire. Additionally, its is expected that the consultant will address and respond to comments and concerns resulting from the Notice of Preparation (NOP) process and Scoping Meeting and make recommendations to the City if other studies are needed to meet CEQA requirements.

The Project's consistency with various regulatory and guiding documents will need to be analyzed in the EIR to evaluate, among other potential laws, regulations, and standards relevant to individual CEQA topics required to be analyzed, the Project's consistency with the Local Coastal Program, Malibu Municipal Code (MMC) Title 17 (Zoning), and the General Plan.

The Consultant will be responsible for the following specific tasks and deliverables associated with the preparation of the EIR.

Task 1	**Review Relevant Documents and Project Kickoff**. Review all relevant Project description documents, Project plans, Applicant-prepared documents and reports, Property background information on-file with the City, and applicable regulations in an effort to gather existing data and Project information currently available and necessary to prepare the technical studies and EIR. The application is still under review, and additional documents and revisions may be forthcoming as needed. Note that the documents and reports have not yet been accepted by the City's reviewing departments as being complete, and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports was included as Attachment

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	4 of the RFP. With the exception of the geo-engineering investigations, which include all submittals to date, all other documents and reports provided are the latest versions. The applicant has or will prepare the following additional studies and that will be, but have yet been, submitted them to City (Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment; Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water. As mentioned, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Consultant shall review for any relevant information. Consultant will organize a kickoff meeting with the City. Consultant will conduct a site visit, take photographs, and make notes about the existing conditions and potential impacts. Consultant will develop a list of any information necessary for purposes of conducting the environmental analysis including any additional information to complete the EIR Project Description (Task 2) and streamline the analysis for technical studies.
Task 2	**Project Description.** Following completion of Task 1, the Consultant will apply their understanding of existing conditions from the information contained in the Supplemental RFP and any additional information provided submitted for the Project to prepare a baseline environmental setting and a Project Description. Consultant shall ensure that the Project Description complies with the requirements of CEQA Guidelines Section 15124 and meets City preferences for formatting, content, and readability. Consultant shall ensure its efficiency, readability for the general public, and elimination of duplication or redundancy. Consultant will combine text, tables, and figures to create a concise yet comprehensive Project Description. Accompanying the Project Description will be a list of the anticipated responsible and trustee agencies, and necessary discretionary actions including permits, agreements, amendments, and/or any other action anticipated, characterized by jurisdiction. The Consultant will assist the City in preparing Project Objectives that will help craft and evaluate alternatives to the Project later in the EIR process. The Project Objectives should not be overly narrow or broad but should allow for a reasonable range of alternatives that would reduce one or more significant impacts associated with the Project. Note: See Tasks 11 and 12 for public noticing and meetings, including the NOP

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	and Scoping meeting. **Reviews:** Consultant will modify the Project Description up to two times in response to review comments. **Deliverables:** Draft(s) and Final Project Description, including figures (provided in Word with tracked changes and clean versions for each round of review; Final Project Description will also be provided in PDF).
Task 3	**Prepare Notice of Preparation (NOP).** Consultant will prepare the NOP. The Final NOP version will be used for distribution to stakeholders and the general public. Consultant will handle as-needed distribution using the mailing list provided by the City. Distribution will be in coordination with the City. Pursuant to CEQA Guidelines §15060(d), the City may bypass the IS phase and proceed directly to preparing an EIR. Consultant will assist the City in Assembly Bill (AB) 52 consultation, including requesting a list of tribal contacts from the Native American Heritage Commission (NAHC) for consultation. Consultant will provide this list (if any are identified) to the City. If requested, Consultant will assist the City in consultation tasks as appropriate. Note: See Tasks 11 and 12 for public noticing and meetings including the NOP and Scoping meeting. **Reviews:** Consultant will modify the NOP in response to review comments before finalizing for distribution. **Deliverables:** Final NOP (provided in Word with tracked changes and clean versions). Final PDF shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. Digital version shall be made available to the City on a secure file transfer site.
Task 4	**Technical Studies.** It is expected that the Consultant will first peer review technical studies supplied to date for the project, including studies prepared for previously mentioned EIR preparation using qualified experts required to support the EIR analysis and to comply with federal, state, and local requirements. If the Consultant determines that any existing technical study is incomplete, outdated, or otherwise insufficient to support preparation of the EIR, or identifies the need for additional technical studies, the Consultant shall promptly notify the City in writing and identify the deficiencies. The City, in consultation with the Consultant, will determine whether the identified deficiencies may be addressed through supplemental analyses or addenda prepared by the applicant's consultants in a manner that satisfies CEQA requirements. If the City and Consultant determine that a technical study must

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	be substantially revised or entirely re-prepared, the Consultant shall oversee the preparation of the required technical studies by qualified subcontractors or subject matter experts to ensure they provide adequate support for the EIR and comply with all applicable federal, state, and local laws, regulations, and guidelines. The final determination whether studies are sufficient or insufficient will be determined by the Community Development Director or his/her designee, with advice from the consultant. The consultant is not to prepare any new studies without City authorization. It is anticipated that the EIR will be based on the following Technical reports: ▪ Wildfire Report and Wildfire Evacuation Analysis (to be prepared by Dudek) ▪ Transportation Impact Study / Vehicle Miles Traveled Analysis (utilize SCAG Regional Transportation Demand Model) ▪ Aesthetics and Visual Resources Technical Report ▪ Air Quality Technical Report and Air Health Risk Assessment (construction, haul route, operations) ▪ Biological Resources Technical Report ▪ Cultural Resources Technical Report ▪ Energy Use Technical Report ▪ Geology and Soils Technical Report ▪ Greenhouse Gases Technical Report ▪ Phase I Environmental Site Assessment ▪ Preliminary Drainage Study ▪ Stormwater Management Plan ▪ Noise and Vibration Technical Report ▪ Utility Infrastructure Study – Wastewater ▪ Utility Infrastructure Study – Water ▪ Water Supply Assessment – If a WSA will not be required, the Consultant shall provide an explanation its rationale in the proposal and provide some cost for preparing a formal justification as part of the CEQA documentation. If a prospective consultant believes a WSA will be required, it should provide the cost as part of its proposal). The applicant included several documents and reports as part of their application. Note that the document and reports have not yet been accepted by the City's reviewing departments as being complete and the Applicant continues to work on their application documentation and reports, as applicable, during the City's application review process. A list of applicant-provided documents and reports were included as Attachment 4 of the RFP. With exception to the geo engineering investigations which include all submittals to-date, all other documents and reports provided are the latest versions. Other studies may be prepared by the applicant but have not been submitted to the City at this time (e.g., Phase 1 Environmental Site Assessment; Exterior Noise and Exterior Façade Acoustical Analysis; Archaeological and Tribal Cultural Resource Assessment (Phase 1 Investigation); Air Quality Technical Report and Air Health Risk Assessment;

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	Visual Study and Report with 3D modeling), Greenhouse Gas Emissions Technical report, Energy Use Technical Report, Wastewater, and Water. Additionally, a Draft EIR was prepared in 2013 for a prior hotel design on the subject property; however, a Final EIR was not prepared as the applicant withdrew the project prior to its preparation. The 2013 Draft EIR included extensive studies and analysis for the prior hotel design. Note: Any information needs from the applicant team during preparation of the EIR would first be vetted with City staff and, where appropriate, requests for information would be made of the applicant team via City staff and not the selected CEQA consultant. Consultants should not expect to have direct interaction with the applicant team without City staff. **Reviews:** Consultants should expect to provide additional materials or clarification if needed to respond to comments received. **Deliverables:** Peer Review Memos. Draft and Final Technical Studies (provided in Word with tracked changes and clean versions). Final PDFs shall be "web-ready" for public review, and in compliance with Section 508 Accessibility standards (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Bookmarks shall be added to all PDFs to aid in review. See Appendix A for Tasks 4.1 – 4.14b for full description of Consultant approach for each study.
Task 5	**Administrative Draft EIR and Screencheck Draft EIR**. Consultant will prepare a Matrix of thresholds for use in evaluating CEQA impacts. At minimum, the Matrix shall include: 1) EIR Chapter; 2) Threshold Considered in Draft EIR Chapter; 3) Definition (any term(s) that need to be defined in the threshold); and 4) Methodology (method to be used to evaluate each threshold). Consultant will ensure City acceptance of the Matrix before preparation of the Administrative Draft EIR sections. This step is critical before work effort is performed on the Draft EIR and, depending on the thoroughness of the Matrix, may include multiple reviews as necessary to finalize. Once accepted by the City, Consultant will incorporate additional columns into the Matrix through the drafting process that identifies: 5) Any Project Design Features (PDFs) or Compliance with Regulations Relied Upon; 6) Impact; 7) Mitigation Measures; and 8) Supporting Technical Study. The Matrix will be kept up to date during the Draft and Final EIR Screenchecks. Consultant will prepare the Administrative Draft EIR, including the Draft Mitigation, Monitoring and Reporting Program (MMRP), and applicable Appendices. Consultant will incorporate the technical studies prepared and/or incorporated from the applicant-prepared studies and/or 2013 Draft EIR in Task 4 into the EIR.

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	Consultant will diligently work to ensure that the Administrative Draft EIR sections are efficient, organized, and formatted for ease of review by the general public, and void of unnecessary repetitive information. Consultant will ensure that the conclusions in each Administrative Draft EIR section are based on supportive analysis and/or justifications, include clear and concise statements of thresholds and methodologies, and state whether the Project's impact on each threshold is No Impact, Less than Significant Impact, Less than Significant Impact with Mitigation, or Significant and Unavoidable Impact. Consultant will provide a summary "call-out" box at the beginning of each threshold that briefly describes the: 1) Threshold; 2) Impact; 3) Applicable PDF(s); 4) Significance Before Mitigation; 5) Mitigation Measure(s); and 6) Significance After Mitigation. The "call out" box is intended for ease of review of the sections by the general public and City decision-makers. Consultant will incorporate any PDFs into the applicable Administrative Draft EIR and MMRP, if applicable. Consultant shall ensure that all Mitigation Measures proposed are legally sufficient and defensible, as required by CEQA, including: 1) an explanation why the Mitigation Measure is needed; 2) who would be responsible to perform the Mitigation Measure; 3) timing for when the Mitigation Measure should be completed; and 4) monitoring provisions and/or who would be responsible for completing the monitoring. Consultant will incorporate all Mitigation Measures considered but rejected with a rationale for why the Mitigation Measure was rejected. Consultant will ensure that revisions to technical studies shall be sufficiently carried into the relevant Administrative Draft EIR section and vice-versa. Consultant will prepare other sections of the Administrative Draft EIR including the cover, table of contents, introduction, environmental setting, environmental analysis, and list of preparers. Consultant will incorporate its cumulative impact analysis into the Administrative Draft EIR section in lieu of a standalone chapter. Cumulative projects shall consider all past, present, and probable future projects (physical development and substantive policy/legislation including any uncertified LCP amendments, MMC amendments, and General Plan amendments in process). Consultant will need to develop a comprehensive list of cumulative projects, in consultation with the City. In addition to a list of cumulative projects provided by the City, at minimum, the Consultant will contact the County including LACFD and WD29, Pepperdine University, the Santa Monica-Malibu Unified

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	School District (SMMUSD), and Caltrans for a list of all nearby projects to the subject property. An analysis of the cumulative projects will serve as the basis for the impact significance determination baseline, while the Project's incremental contribution to the cumulative baseline will be considered the Project's potential cumulative impact; however, other agencies as appropriate may also be incorporated. The Consultant will prepare a range of Project Alternatives (including the no-project alternative) sufficient to provide a qualitative comparison to the Project's effect on the environment. Consultant, in consultation with the City, will identify the environmentally superior alternative, which will be an alternative other than the no-project alternative. Project Alternatives to be considered in the analysis will be based on consultation with the City, as well as suggestions received during the scoping period. Consultant will need to ensure that sufficient time is included in its proposal for this sub-task due to Project complexity, coordination with City and County departments, and reviews. Consultant will analyze any potential growth-inducing effects and significant irreversible changes. Consultant will include the following in the relevant Administrative Draft EIR sections: 1) Land Use and Planning: Evaluate consistency with the Local Coastal Program (LUP and LIP), MMC (as applicable), and General Plan; 2) Population and Housing; 3) Public Services; and Utilities and Service Systems: Obtain or utilize obtained will serve letters from LACFD, County Sheriff, WD29, City Public Works, and various utilities; 4) Recreation: Evaluate construction and operational impacts on public parks and public parking in the vicinity of the Property, including consistency with LCP policies related to public access to parklands and overnight accommodations; and 5) Tribal Consultation Resources: Provide AB 52 assistance and consultation, if needed. **Reviews:** Consultant will modify sections of the Administrative Draft EIR once and then prepare the Screencheck EIR. If changes are made in a Draft EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. Such incorporations are in addition to any Task 4 reviews. **Deliverables:** Administrative Draft EIR and Screencheck Draft EIR, MMRP

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	and Appendices (provided in Word with clean and tracked change versions for each round of review).
Task 6	**Public Review Draft EIR**. Prepare the Public Review Draft EIR including the Draft MMRP and applicable Appendices based on comments received. All citations and references in the Draft EIR shall specify the page number(s) of the associated document and a copy of each reference document in PDF and web link (or portion of each document as applicable) with an Index provided to the City prior to the commencement of the Draft EIR public review period. Note that typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions). Prior to publishing for public review, Consultant shall request written City acknowledgement that the Public Review Draft EIR is ready for public circulation. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) including to LCI; however, City will file all public notices associated with the Public Review Draft EIR with the County including payment of County filing fees and California Department of Fish and Wildlife fees. Even though LCI filings are now electronic, the City will request printed copies of the Draft EIR, per the Deliverables below. **Deliverables:** Public Review Draft EIR, Draft MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck Draft EIR). PDF of all references to be provided and a web link to files. Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including appendices. Digital version shall be made available to the City on a secure file transfer site, including all references. Estimate 15 hard copies of the Draft EIR Executive Summary and an additional 5 hard copies of the complete Public Review Draft EIR, Draft MMRP, and Appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 7	**Response to Comments**. Prepare Draft Responses to Comments received during the Draft EIR public review period (estimate at least 150 individual comments). Consultant will work closely with the City to strategize the appropriate responses and identify areas for revisions to the document, if necessary. Based on the comments provided on the draft responses to comments, Consultant will prepare revised responses to comments.

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	Consultant will organize and catalog all comment letters received during the public review period. Consultant will prepare a memorandum summarizing the comments, key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available), and incorporate all prior people, organizations, and agencies that participated and/or commented on the NOP or requested notification. **Reviews:** Consultant will modify the draft Response to Comments up to three times in response to review comments. **Deliverables:** Draft and Final Response to Comments (provided in Word, with clean and tracked changes versions of each round of review).
Task 8	**Screencheck Final EIR**. Prepare the Final Responses to Comments, the Screencheck Final EIR, the Final MMRP, and any new Appendices if applicable. The Screencheck Final EIR shall be prepared in a strikeout/underline format to the Draft EIR to highlight changes in the document, along with an Errata chapter, and the Responses to Comments. The Screencheck Final EIR shall not be prepared as an abbreviated version cross-referencing to the Draft EIR. The MMRP will include an indication of the Project time period to which the measure applies (i.e., construction, operation, and pre- and post-occupancy), reporting requirements, responsible party for cost and implementing/enforcing the mitigation, requirements for monitoring, and frequency of reporting). **Reviews:** Consultant will modify sections of the Screencheck Final EIR <u>two</u> times prior to the Final EIR. If changes are made in a Final EIR section that corresponds to a revision needed in a technical study, Consultant will incorporate those changes as applicable. **Deliverables:** Screencheck Final EIR including Response to Comments, MMRP, and any new appendices (provided in Word with clean and tracked changes version of the last round of review for the Response to Comments, and for each round of review of the Screencheck Final EIR).
Task 9	**Final EIR**. Prepare a Final EIR, Final MMRP, and any new Appendices for the Planning Commission's review and adoption based on the comments received. The Final EIR shall be integrated into the Draft EIR (in a strikeout/underline format to the Draft EIR) and <u>shall not</u> be prepared as an abbreviated version cross-referencing to the Draft EIR. Consultant will be responsible for preparing and distributing all public notices associated with the Final EIR (see Task 11) in consultation with the City; however, City will file all public notices associated with the Final EIR with the

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	County including payment of County filing fees and California Department of Fish and Wildlife fees (proof of prior payment). **Deliverables:** Final EIR, Final MMRP, and Appendices (provided in PDF, print, and Word with a clean and tracked changes version of the Screencheck). Final PDF shall include bookmarks, be "web-ready" for public review, and in compliance with Section 508 Accessibility standards, including Response to Comments, revised text, figures, and any additional appendices (WCAG 2.1AA; City does not have accessibility templates, checklists, or format preferences). Digital version shall be made available to be City on a secure file transfer site, including all references. Estimate 10 hard copies of the complete Final EIR including Response to Comments, MMRP, and all appendices. Typical with City practice, the Cultural Resources report would include a placeholder in the Appendices and instructions for contacting the City Planning Division for review (PDF and printed public review versions).
Task 10	**Findings and Statement.** Prepare Draft Findings of Fact and a Statement of Overriding Considerations (if significant and unavoidable impacts are identified) in accordance with CEQA Guidelines Sections 15091 and 15093. Based upon comments provided on the Draft Findings and Statement, Consultant will prepare the revised Findings and Statement. **Reviews:** Consultant will modify the Findings and Statement up to <u>two</u> times in response to review comments. **Deliverables:** Draft and Final Findings of Fact and Statement of Overriding Considerations (provided in Word with clean and tracked changes versions of each round of review); Final Findings and Statement to be provided in PDF.
Task 11	**Notices**. Prepare the following CEQA public notices: Notice of Preparation (NOP), Notice of Completion (NOC), SCH Summary Form, Notice of Availability (NOA), and Notice of Determination (NOD). Consultant will be responsible for preparing and distributing all public notices associated with the EIR in consultation with the City; however, the City will file all public notices associated with the County, including payment of County filing fees and California Department of Fish and Wildlife fees. Notices will meet all CEQA requirements and City preferences. City will prepare Planning Commission hearing notices prior to EIR certification in coordination with City. Consultant will review and provide feedback to City. The City will distribute, print, and file the final public hearing notices. In the event of an appeal to City Council, City will prepare City Council hearing notices with Consultant's review (Task 12(b)). Upon completion of the scoping period and public review period, Consultant will organize and catalog all comment letters received during the scoping period. Consultant will prepare a memorandum summarizing the comments,

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	key issues, and any alternatives identified. Consultant will prepare a list of people, organizations, and agencies participating and commenting (including contact information if available). Consultant will prepare NOP and NOA postcard courtesy notices for City review. City will finalize, print, and mail to property owners and occupants within 500 feet of the Property and all interested parties on-file with the City. Consultant will assist City in maintaining its record of mailed postcards, returned postcards (if any), and address updates as applicable. **Reviews:** Consultant will modify each form of notice up to two times in response to review comments. **Deliverables:** Public notices and postcard mailers (provided in Word with clean and tracked changes versions of each round of review).
Task 12	**Project Coordination, Meetings, and Quality Control**. This task includes management of the Agreement, applicable subcontracts, schedule, budget, and coordination with subcontractors, and other consultants, City staff, City contract consultants, Applicant when applicable, agencies, and others. Consultant will assign a dedicated Project Manager who has extensive experience managing the preparation of an EIR and environmental analysis for projects of similar size, type, and complexity. To the maximum extent feasible, Consultant shall ensure that the designated Project Manager shall remain involved until the Planning Commission (or City Council in the event of an appeal) acts on the EIR. Attendance, participation, and assistance in regular team meetings and calls, public meetings, and stakeholder meetings. Consultant to facilitate the public Scoping meetings in coordination with City staff and/or City contract consultants including in-person and/or virtual participation, preparation and delivery of a PowerPoint presentation, obtaining comments, and keeping meeting notes. Consultant will provide the City with a monthly status report documenting the work performed during the prior month and the work expected to be completed in the next month. This report will accompany monthly invoices submitted to City. At minimum, the following services will be necessary and should be budgeted as part of this Task: • In addition to the designated Project Manager and/or any other staff or subcontractors assigned, Consultant shall account for and ensure that all applicable technical leads are included in meetings pertaining to their

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	technical expertise when appropriate. • Attend regular monthly project management meetings and calls with City staff and/or City contract consultants (estimate one, one-hour meeting per month over the life of the proposed schedule; assume 90 percent virtual and 10 percent in-person). At- will calls can be made by the consultant for clarification and direction. • Upon completion of the Administrative Draft EIR, a working meeting to review and discuss City comments shall take place. • Attend up to two, two-hour stakeholder meetings before the Draft EIR is released (assume 50 percent virtual and 50 percent in-person). • Attend working review sessions associated with the Response to Comments and prior to Final EIR preparation (estimate 5, two-hour meetings; assume 90 percent virtual and 10 percent in-person). • Attend up to two, two-hour stakeholder and other public meetings prior to Planning Commission hearing (assume 50 percent virtual and 50 percent in-person). • Provide Planning Commission hearing agenda report and PowerPoint preparation assistance to City staff and/or City contract consultants. • Attend up to two Planning Commission hearings including preparation (estimate eight hours each including preparation time; assume 100 percent in-person). • Manage applicable Project contracts and subcontracts, EIR schedule, and budget. Integrate the EIR schedule into other Project-related schedules as provided and requested. • Ensure that monthly invoicing is submitted to the City within 30 days after the close of each month that services are provided. • Coordinate with subcontractors and other consultants, City staff, City contract consultants, agencies, and others as appropriate. • Provide comprehensive and diligent Quality Assurance (QA) and Quality Control (QC) of all documents prepared, including technical studies and appendices; and ensure an adequate level of information, explanation, and conclusions in all documents as required by CEQA. • Ensure that the QA/QC process addresses all issues with document formatting, consistency of terms, grammar, abbreviations, and typographical issues. • Implement measures to ensure version control is maintained by all reviewing parties and to ensure that tracked changes/comments are managed and addressed adequately.

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Referenced attachments to Request for Proposals

ATTACHMENT 3
ADDITIONAL AESTHETICS REPORT COMPONENTS

Aesthetics

- Prepare an Aesthetics and Visual Resources Technical Report. Primary consideration shall be public views of hillsides and the ocean from public viewing areas.
- Evaluate consistency with applicable policies of the LCP and the City's Dark Sky Ordinance. Consideration of public views of hillsides and the ocean shall be evaluated.
- Include a minimum 9 key observation points as generally represented in the exhibit below, comprised of six views from LCP-designated scenic roads (PCH and Malibu Canyon Rd), two from parks (Malibu Bluffs Park and Legacy Park), and one from the public beach generally southeast of the subject property. Final locations to be confirmed with City.



- Assess if Applicant-provided 3D modeling in visual simulations is sufficient for existing view and proposed views. If not sufficient, prepare additional 3D modeling as necessary to supplement using building/structure footprint and height, including proposed exterior grade changes outside of building footprint.
- Prepare a quantitative and qualitative assessment of daytime glare and nighttime illumination and sky glow. These findings will be integrated into the technical report.

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ATTACHMENT 4
LIST OF APPLICANT PROVIDED DOCUMENTS & REPORTS

The following documents and reports are noted for reference and are a part of the City's project submittal files.

Alta Survey	▪ Chris Nelson & Associates (11/2019)
Preliminary Title Report	▪ Chicago Title (4/30/19, 2/5/24)
Architectural Plans	▪ Adamson Associates (9/23/23, 2/13/25)
Civil Plans	▪ Sherwood Design Engineers (9/25/23, 6/24/24)
Landscaping Plans	▪ The Olin Studio (8/15/23, 6/24/24)
Lighting Plans & Photometric	▪ Kaplan Gehring McCarroll Architectural Lighting (1/1/20, 6/24/24)
Lighting Fixture Schedule and Specifications	▪ Kaplan Gehring McCarroll Architectural Lighting (9/25/23, 6/24/24)
Biological Assessment	▪ Forde Biological Consultants (5/23/24, 6/26/24, 3/26/25)
Preliminary Geologic and Geotechnical Engineering Investigation	▪ GeoSoils Consultants, Inc. (9/21/23, 6/27/24, 4/3/25, 5/29/25, 7/7/25)
Traffic Impact Analysis	▪ Linscott, Law & Greenspan (12/5/23, 5/8/25, 6/17/25)
Total Grading Yardage Certificate	▪ Sherwood Design Engineers (9/14/23, 6/13/24)
Stormwater Management Plan	▪ Sherwood Design Engineers (6/7/24, 7/7/24)
Wastewater Flows Memorandum	▪ Sherwood Design Engineers (5/16/24)

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Appendix A to Task 4.0 Technical Studies

Task 4: Technical Studies

The Applicant's team prepared technical studies that may be relied upon to evaluate the potential impacts of the Project. As part of this effort, the existing studies will be peer-reviewed and updated as necessary to ensure they meet a CEQA level of adequacy. As provided in the scope of work below, where an Applicant study is not available, a new study has been proposed. A summary of each technical approach is provided below.

Task 4.1a: Fire Protection Plan

The Project Site is located in a wildfire zone, and previous wildfires in Malibu and the Palisades have made wildfire planning a critical component for projects. Dudek will prepare a Fire Protection Plan (FPP) for the proposed Project, recognizing the site's location in a high wildfire hazard area and the importance of wildfire planning in Malibu. The scope includes review of site and grading data, field-based risk assessment, fire behavior modeling, fire history analysis, and preparation of a conceptual fuel modification plan consistent with LACoFD guidelines. Dudek will then prepare the FPP documenting site conditions, code compliance, emergency access, water supply, defensible space, mitigation measures, and fire risk reduction strategies, with up to three rounds of review and revisions included.

Task 4.1b: Wildfire Evacuation Study

Dudek will prepare a Wildfire Evacuation Study (WES) to evaluate evacuation conditions and potential wildfire risks affecting the site and the surrounding community. The WES will integrate evacuation traffic modeling, fire spread modeling, and regulatory analysis to evaluate evacuation feasibility under existing and project conditions. The scope includes data collection and coordination with the project team and LACoFD, development of a Vissim-based evacuation model for multiple community and project scenarios, and fire progression modeling to establish time-of-arrival benchmarks relative to evacuation times. Results will be provided in a comprehensive WES that includes regulatory context, scenario analysis, evacuation routes and contingencies, recommended mitigation measures, and supporting graphics and appendices.

Task 4.2: Peer Review of Transportation Impact Study / Vehicle Miles Traveled Analysis

CR Associates will conduct an independent peer review of the applicant-prepared Transportation Impact Study Report, including evaluation of the vehicle miles traveled (VMT) screening results, VMT analysis methodology and findings, mitigation measures (if required), traffic data collection methods, trip generation and distribution assumptions, traffic assignments, signal timing assumptions, roadway geometry assumptions, site access and circulation, traffic operations analyses, recommended improvements, and supporting technical documentation. The review will focus on evaluating the reasonableness and adequacy of the methodologies, assumptions, modeling inputs, and conclusions presented in the study, including a detailed cross-check of the modeling inputs and assumptions used by the Applicant's traffic consultant. CR Associates will prepare a consolidated First Round Peer Review Comment Memorandum that documents the review findings and recommendations. Following receipt of the revised study, CR Associates will conduct a final review, assuming all first-round comments have been adequately addressed, and will confirm the study's adequacy for environmental review purposes. Additional review rounds or

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independent rerunning of the transportation model to validate study results are not included in this scope

Task 4.3: Peer Review of Photometric Plans and Visual Simulations

Impact Sciences will conduct a peer review of the Applicant-prepared visual simulations. The team will evaluate the appropriateness of the key viewer locations, including the total number of locations provided. As CEQA is concerned with public views, it will be important to identify any public views of important resources (such as the ocean) that may be affected by the project. The team will also review any vegetation proposed for screening to determine the appropriateness. Lastly, we will review the photometric plans prepared by the Applicant's team. The project's lighting plan will be reviewed for compliance with Malibu's dark skies ordinance.

Task 4.4: Peer Review of Air Quality Technical Report and Air Health Risk Assessment

Per the Supplemental RFP, the Applicant has prepared an Air Quality Technical Report and an Air Health Risk Assessment to be submitted to the City. Once the City receives the reports, Impact Sciences' Technical Director will review the reports to ensure they meet the necessary requirements under CEQA. The focus will be to determine if the approach is consistent with the most recent best practices related to Air Quality analysis. The peer review will consider past practice as well as currently accepted practice. Lastly, the health risk assessment will be reviewed, and it is assumed that the health risk assessment will provide a qualitative analysis of relevant health risks.

Task 4.5: Peer Review of Biological Resources Technical Report

Impact Sciences will coordinate with Pax Environmental to conduct a peer review of all existing biological resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior biologists of documents related to the biological setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new data to be collected and studies to be prepared.

Task 4.6: Peer Review of Cultural Resources Technical Report

Pax Environmental will conduct a peer review of all existing cultural resources technical reports, mapping, and analyses prepared to date for both the prior EIR and the current Project to determine whether it is sufficient to support a defensible environmental review of the Project or whether additional field work and/or analysis is required. Peer review will be led by Pax's senior archaeologists of documents related to the cultural setting and resources, analyses of Project impacts, prescribed mitigation measures, and proposed alternatives, consistent with all relevant environmental regulations and policies. A detailed report will then be prepared, which discusses the adequacy of this information and provides input on where information is missing, incomplete, or out-of-date per agency and/or administrative protocols. If new field work or analysis is determined necessary, a summary report will be provided that includes a list of the specific new

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data to be collected and studies to be prepared.

Task 4.7: Peer Review of Energy Use Technical Report

Impact Sciences' Energy Use Technical Report will evaluate the proposed Project's potential energy consumption and identify measures to minimize impacts consistent with the *State CEQA Guidelines* Appendix F, which emphasizes energy conservation and efficient use of energy, including decreasing overall per capita energy consumption, decreasing reliance on fossil fuels, and increasing reliance on renewable energy sources. The assessment will estimate the Project's energy consumption based on anticipated operational demand. Using the estimated energy demand, we will assess potential impacts on local and regional energy resources. This will include reviewing the Project's alignment with relevant energy policies and initiatives, including Malibu's Energy Action Plan and Title 24 of the California Green Building Standards Code. Feasible mitigation measures and efficiency practices will be proposed to reduce energy impacts, promoting sustainable energy use and conservation, where possible.

Task 4.8: Peer Review of Geology and Soils Technical Report

ENGEO will review baseline geologic, seismic, and soil information from published and unpublished literature, GIS data, and online sources for the proposed Project and the surrounding area. Data sources will include the following: reports and documents from the Applicant; geologic literature from the U.S. Geological Survey and the California Geological Survey; soils data from the U.S. Department of Agriculture Natural Resources Conservation Service; geologic and soils GIS data; available geotechnical reports; and online reference materials. The literature review will focus on the identification of specific geologic and seismic hazards at the Project Site, including project-specific fault trenching studies on site to evaluate the Malibu Coast fault traversing through the Project Site.

Task 4.9: Peer Review of Greenhouse Gases Technical Report

The application will prepare the GHG study. Impact Sciences will conduct a peer review and assess the proposed Project's potential GHG emissions in accordance with the *State CEQA Guidelines*. Using CalEEMod, the analysis will quantify existing site emissions (if any), estimate construction-related emissions, and calculate the Project's net increase in GHG emissions. The evaluation will also determine whether the Project would conflict with applicable plans, policies, or regulations adopted to reduce GHG emissions. This assessment will include consistency analyses with the City's Energy Action Plan, the CARB 2022 Scoping Plan, and SCAG's RTP/SCS. The results will support the CEQA evaluation of potential climate impacts associated with Project implementation.

Task 4.10: Peer Review of Phase I Environmental Site Assessment

The applicant will prepare the Phase 1 Environmental Site Assessment report. ENGEO will perform a peer review. If applicable, ENGEO will evaluate available previous explorations, laboratory data, and reports with respect to identified environmental hazards. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations.

Task 4.11: Peer Review of Preliminary Drainage Study and Stormwater Management Plan

ENGEO will provide a peer review of the preliminary drainage study and stormwater management plan prepared by Sherwood Design Engineers for the proposed Project. We will review the

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hydrologic conditions and assumptions presented in the plan and evaluate the overall approach and calculations to manage post-development stormwater at the site with respect to applicable water quality regulations for the proposed Project, namely Order No. R4-2021-0105 as adopted by the Los Angeles Regional Water Quality Control Board (RWQCB). The peer review analysis will identify potential environmental impacts related to erosion, sedimentation, and pollutant discharge, and will identify deficiencies in the stormwater management plan that may be needed to develop mitigation measures to minimize adverse effects on water quality and hydrology. The review of the preliminary drainage study and stormwater management plan will not include construction-related stormwater management. ENGEO will document findings in a letter that will include a discussion of the appropriateness of the conclusions and recommendations and a summary of opinions, conclusions, and recommendations regarding potential concerns.

Task 4.12: Peer Review of Exterior Noise and Exterior Façade Acoustical Analysis

Impact Sciences Technical Director will review the noise reports to determine if the approach is consistent with standard CEQA practice. A review of modeling assumptions and sensitive receptor locations will be considered. Any recommendations will be provided in a letter to the City.

Task 4.13: Utility Infrastructure Study – Wastewater (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary If the peer review is necessary, SAI will perform an independent technical review of the Wastewater Flows Memorandum prepared by Sherwood Design Engineers. However, this study may be outside the necessary scope of CEQA and, therefore, could be removed from the scope if deemed not necessary. The purpose of this review is to assess the adequacy, accuracy, and consistency of the wastewater analysis with applicable standards, project assumptions, and environmental documentation requirements. SAI will review the Wastewater Flow Memorandum, including all supporting calculations, figures, and appendices. SAI will evaluate the methodologies used to estimate wastewater generation, including unit flow factors, peaking factors, and occupancy assumptions. Any discrepancies, gaps, or unsupported conclusions that may affect environmental determinations will be identified. SAI will prepare one (1) consolidated comment memorandum summarizing review findings and recommendations. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14a: Utility Infrastructure Study – Water (No Peer Review)

This study may be outside the necessary scope of CEQA and, therefore, is removed from the scope if deemed not necessary. If the water infrastructure report is necessary for the CEQA analysis, SAI will perform a water capacity analysis of the existing public water system that will serve the project. The analysis will use existing land uses as shown on a Land Use Map available from the jurisdictional agency, pressure and flow data from fire hydrant flow tests provided by the City of Malibu, record drawings of the existing water system, and demand history provided by the City or Los Angeles County Waterworks. The anticipated water demand projections of the project will be provided by the Project Engineer. SAI will request fire hydrant flow tests from Los Angeles County Waterworks in an effort to acquire flow/pressure data from fire hydrant flow tests. *If peer review is required, the work will be performed applying the 10% contingency fee if necessary.

Task 4.14b: Water Supply Assessment (Not Required)

Based on information provided in the RFP, the proposed Project will likely not require a Water

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Supply Assessment (WSA). The project is below the Senate Bill 610 (SB 610) threshold of 500 rooms for a hotel project. SB 610 also stipulates that a WSA is required if the project demands an amount of water equivalent to or greater than that required by a 500-dwelling-unit residential development. It is not typical that a 146-room hotel would consume the equivalent of 500 residential units, but a luxury resort with extensive amenities could have substantially higher demand than a typical hotel. If a determination is made by Los Angeles County Waterworks or based on water use estimates that a WSA is necessary, Impact Sciences will adjust the scope and cost accordingly. *If peer review is required, work will be performed applying the 10% contingency fee if necessary.

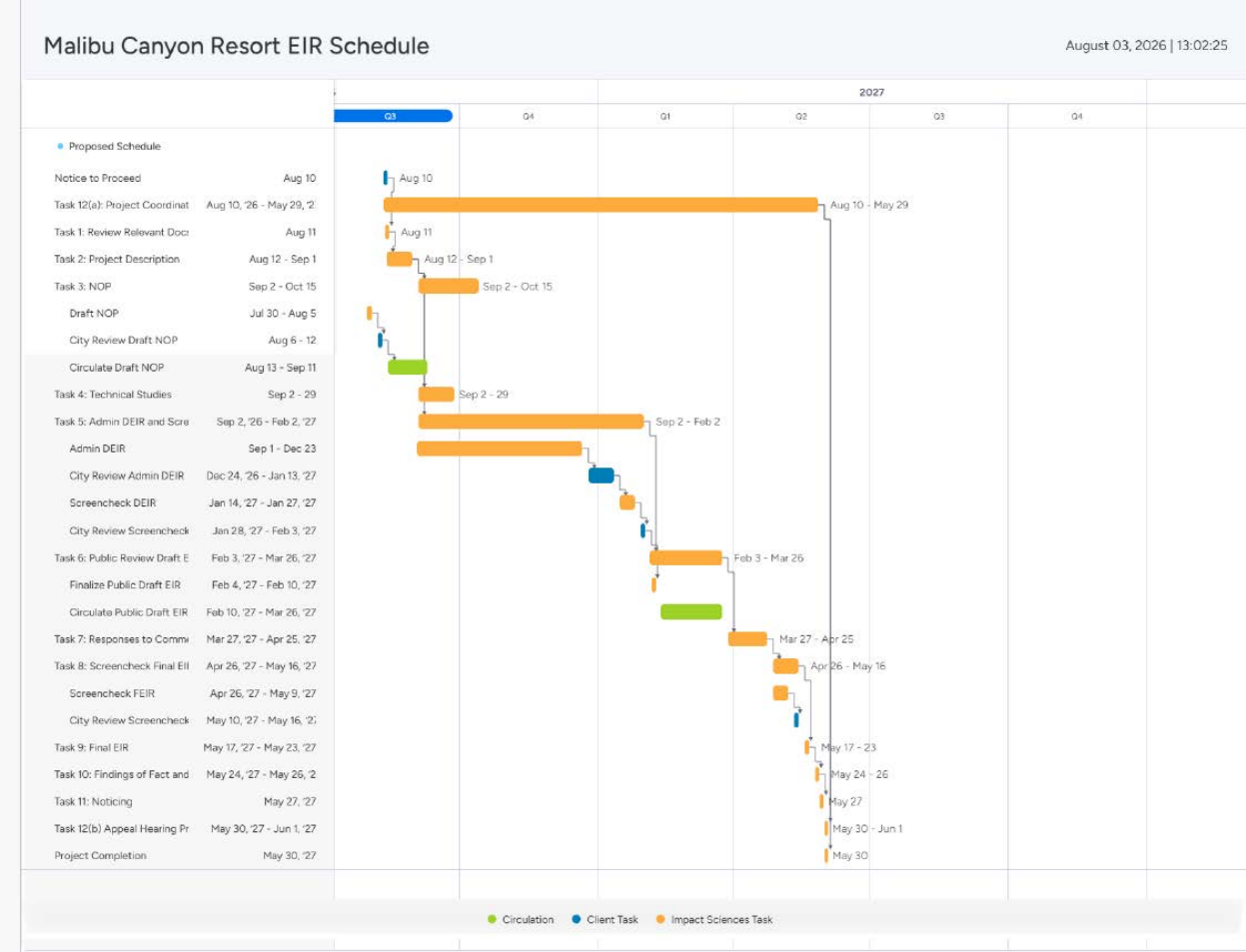
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Timeline

Impact Sciences will work with City staff to complete the environmental review of this project in the most time-efficient manner possible. Upon receiving authorization to proceed, Impact Sciences will begin review of reports and other materials provided by the applicant to the City and will begin preparation of the Administrative Draft EIR.

From Notice to Proceed to filing the Notice of Determination, it is estimated that the project will take eight to ten months.

This schedule represents a good-faith estimate based on the timely submission of complete and technically adequate materials by the Developer, prompt responses to requests for additional information, and continued coordination among the Developer, the City, the Consultant, responsible agencies, and other reviewing entities. Actual completion of the EIR will depend on the completeness and quality of materials submitted, the extent of revisions required to technical studies, agency review and coordination, public participation during the CEQA process, and other factors that may arise during preparation of the EIR. Accordingly, the proposed schedule is an estimate and should not be construed as a guaranteed completion date.



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COMPENSATION FOR SERVICES

The Consultant will be paid for professional services rendered and costs incurred pursuant to this Agreement in accordance with this Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or designee.

Prior to commencing work for the City of Malibu by the Consultant, written authorization must be granted by the Community Development Director or designee.

Project Budget
Exhibit B includes a contingency amount equal to ten percent (10%) of the total estimated project cost to address additional services that may be required during preparation of the EIR. Prior to utilizing the contingency amount, as needed to support completion of the Project, written authorization must be granted by the Community Development Director or designee.

Task	Fee
Task 1: Review Relevant Documents and Project Kick-off	$18,820
Task 2: Project Description	$13,870
Task 3: Notice of Preparation (NOP)	$7,880
Task 4: Technical Studies	$223,978
Task 5: Admin Draft EIR and Screencheck Draft EIR	$140,870
Task 6: Public Review Draft EIR	$8,870
Task 7: Responses to Comments	$53,440
Task 8: Screencheck Final EIR	$18,290
Task 9: Final EIR	$10,120
Task 10: Findings and Statement	$4,560
Task 11: Notices	$7,320
Task 12: Project Coordination, Meetings, Quality Control	$27,800
Estimated Reimbursable Expenses	$3,300
Subtotal	**$539,118**
10% contingency	**$53,912**
TOTAL (including 10% contingency)	**$593,030**

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EIR Tasks

Task	Task Description	TOTAL BUDGET
1	**Review Relevant Docs and Project Kick-Off**	18,820
2	**Project Description**	13,870
3	**Prepare NOP**	7,880
4	**Technical Studies**	
	4.1 Fire Protection Plan and Wildfire Evacuation Study (Dudek)	100,444
	4.2 Peer Review of Transportation Impact Study / VMT/SCAG Analysis (CRA)	18,577
	4.3 Peer Review of Aesthetics and Visual Resources Technical Report	9,170
	4.4 Peer Review of Air Quality Tech Report and HRA	6,430
	4.5 Peer Review of Biological Resources Tech Report (Pax)	6,294
	4.6 Peer Review of Cultural Resources Technical Report (Pax)	7,383
	4.7 Peer Review Energy Use Technical Report	4,770
	4.8 Peer Review of Geology/Soils Tech Report (ENGEO)	14,847
	4.9 Peer Review GHG Tech Report	4,550
	4.10 Peer Review of Phase I ESA (ENGEO)	14,291
	4.11 Peer Review of Prelim Drainage Study & Stormwater Mgmt Plan (ENGEO)	31,152
	4.12 Peer Review of Exterior Noise/Exterior Noise Façade Acoustical Analysis	6,070
	4.13 Utility Infrastructure Study – Wastewater (SAI)	-
	4.14 Utility Infrastructure Study – Water (SAI)	-
5	**Admin Draft EIR and Screencheck Draft EIR**	
	Executive Summary	5,500
	Introduction	2,780
	Project Description	8,760
	Environmental Impact Analysis	1,250
	Aesthetics	8,330
	Air Quality	3,500
	Biological Resources	6,180
	Cultural Resources	4,900
	Energy	2,250
	Geology and Soils	3,075
	Greenhouse Gas Emissions	3,330
	Hazards	3,620
	Hydrology	4,100
	Land Use and Planning	7,160
	Noise	2,250
	Population and Housing	4,530
	Public Services	4,900
	Recreation	3,875
	Transportation	6,980
	Tribal Cultural Resources	2,490
	Utilities and Service Systems	6,000
	Wildfire	8,630
	Other CEQA Considerations / Effects Found Not to be Significant	3,650
	Growth Inducing Impacts	1,810
	Alternatives	10,960
	MMRP	1,810
	Screencheck Draft EIR	18,250
6	**Public Review Draft EIR**	8,870
7	**Responses to Comments**	53,440
8	**Screencheck Final EIR**	18,290
9	**Final EIR**	10,120
10	**Findings and Statement**	4,560
11	**Notices**	7,320
12	**Project Coordination, Meetings, Quality Control**	27,800
	Estimated Reimbursable Expenses	3,300
	SUBTOTAL	**539,118**
	10% Contingency	**53,912**
	TOTAL	**593,030**

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Hourly Rates

Impact Sciences

Staff Classification	Hourly Rate
Principal/Managing Principal	$320
Associate Principal	$290
Technical Director	$290
Senior Project Manager	$225
Project Manager	$200
Senior Technical Specialist	$185
Quality Assurance / Quality Control	$200
Technical Specialist	$180
GIS Technician	$175
Planner	$170
Assistant Technical Specialist	$140
Publications Manager	$140
Graphics	$140
Publications	$140
Associate Planner	$135
Clerical/Administrative	$100

CR Associates

Staff Classification	Hourly Rate
Principal I	$325
Senior Professional III	$295
Senior Professional I	$250
Professional II	$225
Analyst II	$165
Analyst I	$145
Intern	$105
Admin/Graphics	$120

Dudek

Staff Classification	Hourly Rate
Project Director / Environmental	$350
Senior Specialist V	$290
Senior Specialist I	$230
Analyst IV	$155
Analyst III	$145

ENGEO

Staff Classification	Hourly Rate
Principal	$440
Associate Engineer / Geologist	$360
Project Engineer / Geologist	$270
CAD/GIS	$257
Project Assistant / WP	$190

Pax Environmental

Staff Classification	Hourly Rate
Principal	$185
Project Management	$162
Senior Biologist	$138
Senior Archeologist	$135

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Staff Classification	Hourly Rate
Associate Biologist	$121
Associate Archeologist	$116
GIS Specialist	$139
Technical Editor	$94

Suenram and Associates

Staff Classification	Hourly Rate
Senior Civil Engineer	$217
Technical Lead	$177
Engineer III	$138

Impact Sciences 2026 Schedule of Charges

Personnel charges are for work directly related to projects. Charges for personnel services are based on an hourly rate for time charged to the project. Current personnel classifications and rates are as follows:

Classification	Hourly Rate
Principal/Managing Principal	$320.00
Associate Principal	$290.00
Technical Director	$290.00
Senior Project Manager	$225.00
Project Manager	$200.00
Senior Technical Specialist	$185.00
Technical Specialist	$180.00
Senior Planner	$175.00
Planner	$170.00
Assistant Technical Specialist	$140.00
Associate Planner	$135.00
GIS Technician	$175.00
Assistant Planner	$125.00
Graphics	$140.00
Publications	$140.00
Clerical/Administrative	$100.00

Travel time spent in the interest of the client will be charged at the hourly rate. When it is necessary for an employee to be away from the office overnight, subsistence will be charged. Contract personnel will be charged according to the hourly rates for their category as listed above.

Other Charges	
Subcontractors	Cost plus 3 percent
Expenses and Outside Reproduction Charges	Cost plus 15 percent
Staff Mileage Expense	IRS standard reimbursement rate
Internal Reproduction Costs	

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Single Sided Black and White Copies	
8.5”x11”	$0.20 per copy
11”x17”	$0.40 per copy
Double Sided Black and White Copies	
8.5”x11”	$0.30 per copy
11”x17”	$0.60 per copy
Single Sided Color Copies	
8.5”x11”	$0.80 per copy
11”x17”	$1.60 per copy
Double Sided Color Copies	
8.5”x11”	$1.60 per copy
11”x17”	$3.20 per copy
Document Scanning	$1.00 per page

Preparation for court appearances, depositions, presentations to regulatory boards, or other special requests for testimony will be charged on a time-and-materials basis.

Reimbursable Expenses. Allowable reimbursable expenses include costs of printing, printing supplies, travel (vehicle mileage only), postage, delivery services, photography, computer research that requires charges, and all other reasonably necessary costs and expenses incurred in completing such services; provided, however, allowable reimbursable expenses shall exclude air travel, lodging, and meals. Mileage shall be reimbursed at the IRS prevailing rate. Expenses will appear on invoices without any markup, with proof of payment, and due and payable within thirty (30) days after receipt by the City.

Non-Billable Administrative Overhead
The Consultant will bill only for time spent performing assigned professional work. All other activities associated with carrying out the contract are not billable and are therefore considered overhead or administrative functions contained within the hourly rate. Typical examples of non-billable overhead activities are:

- Discussion with staff or applicant about the cost of services or to address billing disputes.
- Meetings to discuss work performance, contract, or additional services.
- Preparation of invoices and other administrative clerical services.
- Contract administration, such as preparing or discussing contract amendments.
- Time spent resolving errors in the event the Consultant is responsible.

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KEY PERSONNEL AND SUBSCONSULTANTS

Consultant acknowledges that the qualifications and experience of the personnel identified in Consultant's proposal were a material factor in the City's selection of Consultant.

The following personnel shall serve as the key personnel assigned to this Agreement:

- Project Manager – Jessica Kirchner, CEO & Managing Principal

Consultant shall not remove, replace, or substantially reduce the involvement of any key personnel without the prior written approval of the City. If replacement becomes necessary due to resignation, illness, or other circumstances beyond Consultant's control, Consultant shall propose a replacement with substantially equivalent qualifications and experience for City approval prior to assignment.

Consultant shall use only those subconsultants identified unless otherwise approved in writing by the City. Consultant remains fully responsible for the work of all subconsultants.

Subconsultants

- CR Associates – Transportation & Traffic Peer Review
- Dudek – Wildfire Planning and Wildlife Evacuation Reports
- ENGEO - Geology/Soils, Hazards & Hazardous Materials, and Stormwater Management Peer Review
- Pax Environmental - Biological and Cultural Resources Peer Review
- Suenram and Associates - Water Utility Infrastructure, Wastewater Utility Infrastructure Peer Review

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EXHIBIT B

Current City Attorney's Office
Rates for Private Projects

Best Best & Krieger LLP Services	Rate
Partners / Of Counsel	$ 395
Associates	$ 298
Paralegals / Clerks	$ 220
Analysts / Admin. Assistants / Other	$ 130